NORTH CENTRAL REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

February 3, 2017
9:00 AM - 1:00 PM
Jim West Regional Transit
Board Room

CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE
2. MOMENT OF SILENCE
3. ROLL CALL
4. INTRODUCTIONS
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – January 13, 2017
7. PUBLIC COMMENTS

PRESENTATION ITEMS:

ACTION ITEMS:

A. Discussion and Consideration of Adoption of a Resolution No. 2017-06 Amending the Procurement Regulations
Sponsor: Anthony J. Mortillaro, Executive Director, Troy Bingham, Finance Director and Peter Dwyer, Legal.
Attachment

B. Discussion and Approval of North Central Regional Transit District FY2017 Mid-Year Financial Summary Report
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.
Attachment.

C. Discussion and Consideration of Award of Contract – Española Facility Backup Generator Project and Resolution No. 2017-07 Amending the FY2017 Budget
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.
Attachment

D. Discussion and Consideration of Budget Resolution No. 2017-08 Approving a Capital Project Funding Allocations for the Operations Area Remodel
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.
Attachment

E. Discussion and Approval of Memorandum of Agreement (MOA) between NCRTD and Jicarilla Apache Nation (JAN) for Federal Fiscal Year (FY) 2016 Tribal Transit Program (TTP) Discretionary §5311(c) Funds
Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Planning, Projects and Grants Manager.
Attachment

F. Discussion and Acceptance of Investment of District Funds Summary
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.
Attachment

G. Discussion and Acceptance of Automatic Clearing House (ACH) Payments over $20,000 from July 1, 2016 thru December 31, 2016
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.
Attachment.

DISCUSSION ITEMS:

H. Financial Report for December 2016:
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director.
Attachment.

I. Finance Subcommittee Report:
Sponsor: Chair Pete Sheehey and Anthony J. Mortillaro, Executive Director.
Minutes: November 18, 2017.

J. Tribal Subcommittee Report:
Sponsor: Chair Charles Dorame and Anthony J. Mortillaro, Executive Director.
None

K. Executive Report and Comments from the Executive Director:

1.) **Executive Report for January 2017**
2.) **Performance Measures for December 2016**
3.) **Ridership Report for December 2016**

MATTERS FROM THE BOARD

1.) **Meeting Rotation Discussion**

MISCELLANEOUS

ADJOURN

NEXT BOARD MEETING: March 3, 2017 at 9:00 a.m.

If you are an individual with a disability who is in need of a reader, amplifier, qualified Sign Language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing of the meeting, please contact the NCRTD Executive Assistant at 505-629-4702 at least one week prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.

North Central Regional Transit District
Board Meeting
Friday, January 13, 2017
Jim West Regional Transit Center
Española, New Mexico
9:00 a.m. - 1:00 p.m.

CALL TO ORDER:

A regular meeting of the North Central Regional Transit District Board was called to order on the above date by Mayor Dan Barrone, Chair, at 9:06 a.m. at the Jim West Regional Transit Center , Española, New Mexico.

1. **Pledge of Allegiance**

2. **Moment of Silence**

3. **Roll Call**

Ms. Trujillo called the roll and it indicated the presence of a quorum as follows:

Members Present:	**Elected Members**	**Alternate Designees**
Los Alamos County		*Mr. Philo Shelton*
Rio Arriba County	*Commissioner Alex Naranjo*	
Taos County	*Commissioner Jim Fambro*	
Town of Taos	*Mayor Dan Barrone*	
Santa Fe County	*Commissioner Ed Moreno*	
Nambé Pueblo	Absent	
Ohkay Owingeh	Absent	
Pojoaque Pueblo		*Councilwoman Anna Sanchez*
Santa Clara Pueblo		*Ms. Mary Lou Valério*
City of Santa Fe	*Councilor Joseph Maestas*	

San Ildefonso Pueblo		*Ms. Lillian Garcia*
Tesuque Pueblo	*Gov Charles Dorame*	
City of Española	*Councilor Tim Salazar*	
Town of Edgewood	*Councilor Chuck Ring*	
Rio Metro (ex officio)	*Ms. Elizabeth Carter*	

Staff Members Present
Mr. Anthony J. Mortillaro, Executive Director
Ms. Jackie Trujillo, Executive Assistant
Ms. Stacey McGuire, Projects and Grants Specialist
Mr. Troy Bingham, Finance Director
Mr. Peter Dwyer, Legal Counsel
Ms. Dora Anaya, HR Director
Ms. Delilah Garcia, Transit and Facilities Operations Director
Mr. Jim Nagle, Public Information Officer

Others Present
Mr. Carl Boaz, Stenographer
Mr. Austin Fisher, Rio Grande Sun
Mr. Keith Wilson, Santa Fe Trails
Mr. James Martínez, Santa Fe Trails
Mr. Ike Pino, City of Santa Fe
Mr. Ray Matthews, Santa Fe County
Mr. Farley Vener, Auditor
David Armijo - SCRTD Director

4. INTRODUCTIONS

Those present introduced themselves to the Board.

5. APPROVAL OF AGENDA

Councilman Naranjo moved to approve the Agenda as presented. Councilor Maestas seconded the motion and it passed by unanimous (12-0) roll call vote with City of Española, Los Alamos County, Town of Edgewood, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, and Tesuque Pueblo voting in favor and not against.

6. APPROVAL OF MINUTES – December 9, 2016

Commissioner Naranjo moved to approve the minutes of December 9, 2016 as submitted.

Councilor Maestas seconded the motion and it passed by unanimous (12-0) roll call vote with City of Española, Los Alamos County, Town of Edgewood, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, and Tesuque Pueblo voting in favor and not against.

7. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS:

A. Above and Beyond Quarterly Award

The Above and Beyond Quarterly Award was presented to Ms. Belen Santiago, Transit Route Supervisor. Mr. Mortillaro described her behavior as employee as possessing a positive outlook, and humility in service. Ms. Garcia nominated her as she had gone to the aid of an individual that was in the roadway.

Chair Barrone read the award and presented it to her. She thanked the Board and Staff for the award.

ACTION ITEMS

B. Discussion and Consideration of Election of Officers – Vacant Vice Chairman Position

Chair Barrone said they might have two candidates and would entertain a motion for a ballot.

Commissioner Fambro moved to use a ballot if needed for officer elections. Councilor Maestas seconded the motion and it passed by unanimous (12-0) roll call vote with City of Española, Los Alamos County, Town of Edgewood, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, and Tesuque Pueblo voting in favor and not against.

Vice Chair:

Councilor Ring nominated Councilor Maestas as Vice-Chair

Councilor Salazar nominated Commissioner Naranjo for Vice-Chair.

There were no other nominations.

Mr. Dwyer explained the process of balloting and the Executive Assistant served as teller, using the weighted vote system.

The results indicated 34 total votes cast and Councilor Maestas received a majority of the votes.

Councilor Ring moved to appoint Councilor Maestas as Vice Chair for 2017. Commissioner Naranjo seconded the motion and it passed by unanimous (12-0) roll call vote with City of Española, Los Alamos County, Town of Edgewood, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town

of Taos, and Tesuque Pueblo voting in favor and not against.

C. Discussion and Consideration of FY 2016 Comprehensive Annual Financial Report with Auditor's Opinions

Mr. Vener presented the opinions of the Auditor, using a power point presentation. He announced that it was reviewed and released by the State Auditor. It includes best practices in a CAFR and the audit process followed the federal requirements of SAS 114. In addition to his own work, his audit team included Katelyn Constantin and Kathryn Glarborg.

Mr. Vener explained the scope of the audit. This was not a forensic audit to detect fraud. He described the division of responsibilities between the auditor and management.

The result is a clean, unmodified opinion. There were some adjustments: one AJE (adjusting journal entry), two reclassifications and 12 PBC (provided by client) items. Because the RTD has had clean audits for several years, it the District is considered a low-risk auditee. There were no findings in the last two years.

Mr. Vener went through the financial information contained in the audit.

Mr. Bingham clarified that the District is required to change auditors after six years and he is working on the RFP for a new audit contract.

Councilor Maestas said this is cause for celebration and he thanked Mr. Mortillaro and Mr. Bingham and the Staff for their great work. The trends have all been positive. He was very happy with it.

Councilor Ring echoed those comments. Mr. Mortillaro and Chair Barrone have had a big impact on it so kudos to them too.

Mr. Shelton was grateful for the clean books.

Commissioner Naranjo moved to approve the FY 2016 Comprehensive Annual Financial Report with Auditor's Opinions. Councilor Maestas seconded the motion and it passed by unanimous (12-0) roll call vote with City of Española, Los Alamos County, Town of Edgewood, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, and Tesuque Pueblo voting in favor and not against.

Commissioner Naranjo excused himself from the meeting at 9:55.

D. Discussion and Consideration of Resolution No. 2017-01 Adopting Annual State and Federal Legislative Agenda

Mr. Mortillaro explained that annually, the Board considers a legislation agenda for direction on positions that may be taken on specific bills that are introduced. This year is a 60-day session starting on January 17. The agenda looks very similar to past years' resolutions. It also incorporations

federal positions. He attended a legislative session in D. C. in March and visited with the New Mexico delegation while there and dealt with the Department of Transportation.

Mr. Mortillaro also asked the Tribal Subcommittee to review the agenda and they also recommended approval to the Board.

What wasn't in the agenda was some legislation proposed by the NMTA and approved yesterday at their Board meeting. The way this is drafted would allow the District to also support them. They are seeking funding for Long Term Capital appropriation for transit through the State and also legislation to require vehicles to yield to buses.

Gov Dorame said he was not present at the December 7 meeting. He said other issues have arisen as recently as yesterday that prevent him from supporting any legislative agenda right now. Yesterday, they found out at the Finance Committee (State) is trying to take away Tribal Infrastructure Funds because of the deficit and that puts him in a difficult position. The tribe has to take a stand so we will do our due diligence to prevent the TIF from going away. That is very important to all of the tribes.

Councilor Maestas asked if the District must submit an ICIP plan like other cities and counties do.

Mr. Mortillaro agreed and the Board acts on it before submission. The agenda reflects the ICIP and the long-range capital improvement plan, as well. It is not submitted as capital outlay requests - usually just for buses. We have a broad array of senators and representatives. Scott Scanlon is the District's lobbyist. After meeting with our delegation to share our requests, we have submitted the capital outlay form.

Councilor Maestas noted that DFA no longer accepts a large ICIP Plan and limits the requests to the top five priorities.

Mr. Mortillaro agreed and that was what was brought to the Board in the resolution in October. This is a tougher year than last year. The State is going after everything to get a balanced budget. In years past, legislators had about $700,000 each to use toward capital outlay projects for constituents, but this year is only $100,000 each.

Councilor Maestas suggested member entities approve resolutions of support for the District request.

Councilor Ring wanted to know why tribal funding is not included and where that funding comes from, as Gov. Dorame mentioned.

Mr. Mortillaro said it is not part of this resolution. The tribes are in competition with each other for TIF funding. The Board could always include a provision that the RTD would work with local members in opposing legislation that might be harmful to them. NMTA's resolution included a clause that they would monitor or oppose legislation that would be harmful to their members' GRT (that take away funding for transit services).

Chair Barrone moved that the District approve Resolution 2017-01, inclusive of the language "in supporting, monitoring or opposing any legislation that was deemed to directly affect the NCRTD members" and with the attachment of the ICIP top five priorities. Councilor

Maestas seconded the motion.

Gov Dorame said there was a longer, wider explanation. The tribes are contributors to the General Fund and the money the tribes get back impacts tribes without gaming. It really impacts both tribes with gaming and those without it.

Councilor Maestas understood that the Tribal Infrastructure Fund is not a special set aside. If a fund exists to avoid the reversion of any unexpended tribal capital outlay - if not obligated within three years, would go back to the TIF for reallocation instead of back to the General Fund.

Gov. Dorame said it is greatly reduce from amounts in years past.

Mr. Shelton said he and Mr. Mortillaro are both on the New Mexico Transit Association board and the equipment installed in back of the bus is not a budgetary issue. Installing it helps reduce accidents and can reduce insurance premiums later on.

The motion passed by unanimous (11-0) roll call vote with City of Española, Los Alamos County, Town of Edgewood, Pojoaque Pueblo, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, and Tesuque Pueblo voting in favor and not against. Rio Arriba County was not present for the vote.

E. Discussion and Consideration of Resolution No. 2017-02 Annual Inventory Certification

Mr. Bingham explained this certification is required by law for the inventory each year. The inventory is typically done after the audit is completed during December. The District's inventory is small - mostly buses - and the listing is attached to the resolution with their depreciated values and categorized by type as reported in the CAFR.

Councilor Maestas moved to approve Resolution No. 2017-02 Annual Inventory Certification. Mr. Shelton seconded the motion and it passed by unanimous (11-0) roll call vote with City of Española, Los Alamos County, Town of Edgewood, Pojoaque Pueblo, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, and Tesuque Pueblo voting in favor and not against. Rio Arriba County was not present for the vote.

F. Discussion and Consideration of Resolution No. 2017-03 Amending the Charter Policy

Mr. Mortillaro said the District was requested by NMDOT during the bi-annual technical assistance and compliance review of the need to modify the District's charter policy.

Ms. Garcia clarified that DOT asked us to report to DOT anytime we are providing charter service in advance and also to provide additional information from third parties interesting in procuring charter service as well as increasing from 150 hours to 160 hours for charters. After the service is provided, the District would report on it to DOT and it includes a fee schedule for non-member entities. She briefly reviewed the FIR. She recommended adoption of the resolution.

Gov Dorame moved to approve Resolution No. 2017-03. Councilor Ring seconded the

motion and it passed by unanimous (11-0) roll call vote with City of Española, Los Alamos County, Town of Edgewood, Pojoaque Pueblo, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, and Tesuque Pueblo voting in favor and not against. Rio Arriba County was not present for the vote.

G. Discussion and Consideration of Resolution No. 2017-04 Adopting Amended Financial Policies to Include Automatic Vendor Payments and Check Signatures

Mr. Mortillaro said this policy was adopted in November but it didn't include all of the recommendations by the subcommittee. This is the corrected version.

Mr. Bingham explained the differences. The Finance Subcommittee added some safeguards including that amounts over $20,000 would go to the Board for approval. Page 45 shows the correct version. The reporting will start in February.

Councilor Ring moved to approve Resolution No. 2017-04 Adopting Amended Financial Policies to Include Automatic Vendor Payments and Check Signatures. Commissioner Moreno seconded the motion and it passed by unanimous (11-0) roll call vote with City of Española, Los Alamos County, Town of Edgewood, Pojoaque Pueblo, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, and Tesuque Pueblo voting in favor and not against. Rio Arriba County was not present for the vote.

H. Discussion and Consideration of Resolution No. 2017-06 Adopting a Policy Establishing a Prescription Drug Policy

Councilor Salazar excused himself from the meeting at 10:45 a.m.

Mr. Mortillaro said the NMDOT site visit this year also recommended this policy. Ms. Garcia and Mr. Dwyer worked on it.

Ms. Garcia said the federal program we participate in the federal policy that calls out the drug and alcohol program and the five drugs under which the District test the safety-sensitive employees for prescriptions and over the counter drugs. The drugs include marijuana, narcotics, opiates and cocaine as well as those in the alcohol and drug policy. The five areas of testing are pre-employment, under reasonable suspicion, post-accident and return to duty. This policy differs because it is an internal policy for prescriptions and over the counter drugs. Employees are allowed the opportunity to self-report the medications to permit the District Staff to determine possible driving impairment. Page 63 is the policy and list of drugs that might impair driving. Page 64 also discusses medical conditions that may appear. It is up to the employee to self-report those. Medical marijuana is not included for medication.

Mr. Dwyer added that these are just general conditions for drugs that could impair employees. The question is whether the Board wants to make the policy mandatory for all drugs they are taking. That could be fairly exhaustive and somewhat intrusive. This policy relies on self-reporting by employees. It is optional policy that deals with all employees and all kinds of conditions and drugs and intended to ensure optimizing performance by employees. He agreed to keep the Board posted regarding medical marijuana. Its usage is growing by leaps and bounds in New Mexico. It potentially could be covered under the insurance policy. If not approved, the employee would be fired if it is in their system. But if they self-report and is prescribed, the District will work with them and allow medical leave.

Councilor Ring moved to approve Resolution No. 2017-06 Adopting a Policy Establishing a Prescription Drug Policy. Chair Barrone seconded the motion and it passed by unanimous (10-0) roll call vote with Los Alamos County, Town of Edgewood, Pojoaque Pueblo, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, and Tesuque Pueblo voting in favor and not against. Rio Arriba County and City of Española were not present for the vote.

I. Discussion and Consideration of Resolution No. 2017-05 Adopting a Pet and Service Animal Policy

Ms. Garcia said during the NMDOT site visit on September 26th, they requested the District to have a standalone pet and service animal policy for animals on District vehicles. The current policy only addresses service animals on ADA Paratransit vehicles. The proposed policy states that all animals are prohibited on District vehicles except service animals and K-9 animals or in appropriate pet carriers. As such, it allows for visits to veterinarians by riders as long as the pet is not disruptive to other passengers.

Gov. Dorame said this is sensitive because some people are allergic to some animals and he had a question about what the insurance policy says about it.

Mr. Dwyer said he had not looked at the policy but thought this is a conservative policy. The policy is written in such a way that animals cannot make odors, noises or have any other impairing effects on passengers or drivers. He thought this has covered the allergy situation. He added that this morning, we found a puppy on a bus.

Ms. Garcia said the driver can ask the passenger with the animal to leave the bus if they cannot control the animal or the odor or noise affects operations.

Gov. Dorame moved to approve **Resolution No. 2017-05 Adopting a Pet and Service Animal Policy. Councilor Ring seconded the motion and it passed by unanimous (10-0) roll call vote with Los Alamos County, Town of Edgewood, Pojoaque Pueblo, San Ildefonso Pueblo, Santa Clara Pueblo, City of Santa Fe, Santa Fe County, Taos County, Town of Taos, and Tesuque Pueblo voting in favor and not against. Rio Arriba County and City of Española were not present for the vote.**

J. Discussion and Direction Regarding Request to Amend By-Laws

Councilor Maestas requested this discussion. He noted that the Board has great leadership now and the discussion has nothing to do with that. He has been on other boards and commissions that are large with many members that have policies where the executive officers' terms are limited to one-year terms with no re-election allowed which allows for many of the members to serve in executive positions and ascend to the chairmanship. Sometimes it doesn't work out well. He was asking that such a policy be explored for this Board. He knew that the tribal governments had requested to serve in executive office and the bylaws reflect that. He said, all he was asking for was that he Board be open-minded and consider amending the by-laws to impose term limits. He thought it would be a positive democratic gesture to have these term limits and maximize the

opportunity for the many members to serve in an executive office.

Commissioner Fambro said, “I take exception to the statement of us being open minded for if we don’t agree with you, does that mean we are not open-minded? I’ve been a member of both organized referenced - the Municipal League and the Association of Counties. I believe one year is not enough. We are fortunate in Taos. We have a very progressive Governor that is a personal friend of mine and if he only has a year, that is not enough time to get all that he wants done. So, I am not in favor of one year limits, especially with the GRT tax coming up. Continuity is needed at all levels.”

Councilor Ring asked if the Board has a two-year term limit now.

Mr. Dwyer clarified that the election is every other year in April right now and there is no term limitation. The vote for Vice-Chair at this meeting was to fill the vacancy when Commissioner Chávez was no longer a Santa Fe County Commissioner.

Councilor Ring recalled in the past discussion for two-year term from the previous resolution.

Chair Barrone agreed. He recalled during the past 9 years he has been a Board member that they had a one-year term in place before and it didn’t work. This Board got totally dysfunctional. It was horrendous because it got out of hand and they almost had fist fights in the room. Ms. Valério was on the board then and remembered that. People didn’t really want to come to the meetings. But now it is calm and the Board is moving forward calmly. He believed the NCRTD is ahead of our local governments. The Staff and the Board are working well together

Commissioner Fambro read from the second paragraph the proposed change from a two-year term to a one-year term and limited to one term.

Councilor Maestas asked if the dysfunction was attributed to the members.

Chair Barrone said there was lots of tension among members and the Chair wanted it to go his way. It got to the point where the Board was just dysfunctional.

Councilor Maestas noted we have weighted votes but the Chair cannot monopolize the business with this policy. But he wasn’t on the Board under that policy. He said, “This is a discussion item. I’m a big boy. If the sentiments of the Board are not in favor, that’s fine.

Gov. Dorame said this Board is important to his Pueblo. Tesuque doesn’t have the resources to get people out to serve. He happens to be the old guy on the block. Their terms are one-year and he served as Governor for the one-year term. But here, to hit the ground running here, it wouldn’t be a problem because the RTD has the resources. He would like to see one of the women be an officer. “We need to speak to the interests of our tribal leaders and with a one-year term, that is a problem. Having the Tribal Subcommittee is a way to keep their interest. It is a matter of continuity to keep us going. Our alternate was Sandra and she was a veteran and a blessing to me. We now have someone else. We need more brown faces on this Board.”

Councilor Maestas suggested the policy could be a single two-year term. The subcommittee could discuss it but he would accept what the Board wants.

Councilor Ring thought the quality of the person chosen is more important than anything else.

Chair Barrone agreed that the Board can sit down and consider the options.

DISCUSSION ITEMS

K. Financial Report for November 2016

Mr. Bingham reviewed highlights of the Financial Report from the materials in the packet. Revenue still exceeds expenses for the year. There is a lag with GRT and federal funds but we expect to spend all of them. He shared the GRT results in each member county and the grant revenue from page 83.

Mr. Bingham reported that six of the new buses are in Albuquerque. He commented that hiring has been difficult. He created a facilities department category in the budget aside from fleet and will monitor that. The midyear budget review will be presented next month.

The Board had no questions about the Financial Report.

L. Finance Subcommittee Report

Mr. Mortillaro said there was no meeting in December but the Subcommittee is meeting on January 27th.

M. Tribal Subcommittee Report

Gov Dorame said there was no date set for March yet but it will be after the legislative session. He suggested April 22 as a possible day but that is also Easter week.

He asked that the District send congratulations letters to those tribes with new governors. He didn't think half of them know who the District is. So, he intended to get a letter out on behalf of the RTD to congratulate them and try to get other tribal entities involved. He also would like to invite the governors to the next Tribal Subcommittee. He emphasized that all Board members are invited to the Tribal Subcommittee meetings.

Gov. Dorame asked about invitations to host a board meeting at the tribes.

Mr. Mortillaro said they have not received a to continue doing that.

Mr. Dwyer added that the annual schedule was included in the Open Meetings Act resolution with all the meetings listed as meeting here but it is flexible to allow that.

N. Executive Report and Comments from the Executive Director

Mr. Mortillaro had nothing to report other than the report in the packet.

Ms. Garcia gave the performance report for November that began on page 92 in the packet. She provided highlights from the performance data. She noted no minor accidents but one major when an RTD bus was hit by hit and run driver in the Questa area. One complaint was received and addressed

by the supervisor. There were five customer incidents.

There were no questions regarding the performance report.

MATTERS FROM THE BOARD

Ms. Garcia announced their annual feast day on January 22-23.

MISCELLANEOUS

Councilor Ring had an offering for members after the meeting.

ADJOURN

Councilor Ring moved to adjourn the meeting and Chair Barrone seconded the motion which passed by unanimous voice vote. The meeting was adjourned at 11:15 a.m.

Approved by:

_____
Daniel R. Barrone, Chair

Attest:

_____
Dennis Tim Salazar, Secretary

Submitted by:

_____
Carl Boaz for Carl G. Boaz, Inc.

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: February 3, 2017

Agenda Item - A

Title: Adoption of a Resolution No. 2017-06 Amending the Procurement Policy.

Prepared By: Anthony J. Mortillaro, Executive Director, Peter Dwyer, Legal Counsel, Troy Bingham, Finance Director.

Summary: Resolution No. 2017-06 amends the existing Procurement Regulations. Changes have been made that provide for clarification of the application of these regulations (when required by federal or state funding sources) and addition and clarification of exemptions. The regulations have been updated to use statewide terminology such as changing the "purchasing officer" to a Chief Procurement Officer which is the new State of New Mexico standard term. Corrections and improvements to the code also are intended to address NMDOT audit findings.

Background: The existing Procurement Policies were adopted on September 7th, 2012 by Board Resolution 2012-21 and updated following a Training and Technical Review conducted in July 2014 by the New Mexico Department of Transportation and Precision Compliance, Inc their contractor. A subsequent review was performed in October of 2016. The reviews noted the need for clarifying language related to determinations of responsibility for bidders and to address minor irregularities in bids. Other changes are made to reflect the interplay and application of state and federal laws to NCRTD procurements. State law recognizes the primacy of federal law when there are conflicts and due to the extensive use of federal money by the NCRTD the Procurement Policy should accommodate compliance with both procurement systems and best practices as established by both the FTA and NMDOT. The revisions attempt to comply with both federal and state standards and best practices.

The attached draft Procurement Policy changes were reviewed by the Finance Sub-Committee at its January 27, 2017 meeting.

Monetary caps have been changed to reflect state and federal limits on small purchases. Bonding requirements have been imposed only on projects of $250,000 or more. Certain exemptions have been added for towing services, office supply contracts and to integrate exemptions already established under state law.

Revisions to section numbering and an index will be added if the Board approves the substantive changes.

Recommended Action: It is recommended that the Board consider adoption of Resolution No. 2017-06 Amending the adopted Procurement Regulations.

Options/Alternatives:

- Take no action and continue to utilize existing procurement regulations; or
- Adopt the resolution, with modifications by the Board; or
- Adopt the resolution as presented (recommended).

Fiscal Impact: None

Attachments:

- Resolution No. 2017-06
- Revised Procurement Policy (redline)

North Central Regional Transit District (NCRTD)

Resolution No. 2017-06

A Resolution Amending the District's Procurement Policy

WHEREAS, the Board of Directors is the statutory governing body in and for the NCRTD and finds it in the best interest of the constituents of the NCRTD to establish polices to ensure the sound financial management of the District; and

WHEREAS, the most current version of the District's Procurement Policy was adopted on September 7th, 2012; and

WHEREAS, the Finance Committee at their January 27th, 2017 meeting reviewed draft changes to the District's Procurement Policy and have recommended consideration of those changes to the Board of Directors; and

WHEREAS, the Board, after thorough consideration and upon recommendation of the Finance Committee and staff, find that it is prudent to amend the District's Procurement Policy attached hereto.

NOW THEREFORE BE IT RESOLVED, BY THE NCRTD BOARD that the attached Procurement Policy is hereby adopted this 3rd day of February, 2017.

_____

Daniel Barrone, Chair

Approved as to form:

_____

Peter Dwyer, Counsel

North Central Regional Transit District

Procurement Regulations

Amended and Adopted by Resolution 2017-xx on February __, 2017

Section 1. Purchasing Procedures
ARTICLE I. PROCUREMENT

1. Purpose.

The purpose of this Procurement Policy (hereinafter the District's "Procurement Policy") is to provide for the fair and equitable treatment of all persons involved in public purchasing by the District, to maximize the purchasing value of public funds in procurement and to provide safeguards for maintaining a procurement system of quality and integrity. ~~As provided in Article X, Section 6, of the Constitution of the State of New Mexico, in Section 13-1-98K NMSA 1978, the District may exercise all legislative powers and perform all functions not expressly denied by general law or by other provisions of the District Bylaws. In the absence of the exercise of any such power, the District may act in the manner provided by law.~~ The District has independent statutory authority pursuant to NMSA 1978, Section 73-25-6 (A) (3) and ((7) to purchase property and therefore the District's purchases are generally "exempt from the Procurement Code as otherwise provided by law" pursuant to NMSA 1978, Section 13-1-98 (HH). Pursuant to NMSA 1978, Section 73-25-5 (G) has limited authority to adopt procurement policies regarding methods for handling claims and demands regarding procurement disputes but no such similar restriction has been imposed on the District's general procurement authority. [1] To that end, this article shall govern all purchasing transactions of the District and shall serve to exempt the District from all provisions of the New Mexico Procurement Code, Secs. 13-1-28 through -199 NMSA 1978 excepting only the provisions relating to bid protests. Notwithstanding the District's general exemption, this Procurement Policy is intended to be, and shall be interpreted in a manner consistent with, all relevant state and federal procurement statutes, rules and regulations and their common goals and objectives regarding the efficient and judicious use of tax-payer money. The District wishes to engage in best practices at both the state and federal level and shall seek to comply with both state and federal best practices wherever, in the Chief Procurement Officer's opinion, compliance can be achieved with the highest standards for public procurements.

2. Applicability of ~~article provisions~~ Procurement Requirements.

This article applies to the procurement of goods, services or construction, entered into by the District after the effective date of the adopting resolution. It shall apply to the expenditure of public funds for public purchasing irrespective of the source of the funds

[1] The full text of NMSA 1978, Section 73-25-5 (G) (7) is as follows: " the board may ...(7) prescribe, in accordance with the Procurement Code [13-1-28 NMSA 1978], methods for auditing and allowing or rejecting claims and demands for: (a) the awarding of contracts for the construction of improvements, works or structures; (b) the acquisition of equipment; or (c) the performance or furnishing of labor, materials or supplies as may be required for carrying out the purposes of the Regional Transit District Act [73-25-1 to 73-25-18 NMSA 1978]"

Notwithstanding any other provision of this Procurement Policy to the contrary, all purchases with federal funds shall be subject to all relevant federal restrictions including but not limited to the federal practices and restriction listed in Article XI.

When the procurement requires the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations. When the funding source for the procurement requires that the State Procurement Code and other State purchasing requirements be followed then the District will followi~~ng~~ such regulations as required. ~~of authorities having jurisdiction over those applicable items(s) and deemed to be included in this Procurement Regulation.~~

In the event of any inconsistency between the terms and conditions of this ~~article~~ Procurement Policy and those of ~~the~~ a ~~federal~~ valid and enforceable governmental contract, the latter will govern. The District may comply with the terms and conditions of any grant, gift or bequest that is consistent with law. The provisions of this Procurement Policy shall apply

~~(a) These provisions shall apply~~ to all employees or other users authorized to make purchases on behalf of the District and all parties whose bid, offer or contract subjects them to these provisions.

~~(b)~~ Purchasing for private or personal use, or use of the procurement process for such purpose, is prohibited.

~~(c) Enforcement and penalties~~ All managers, authorized users, and their supervisors are responsible for knowing, understanding, and adhering to the provisions of this ~~article~~Procurement Policy.

~~(d)~~ Any person having knowledge of a deviation from these provisions shall report such to the Executive Director.

~~(e)~~ Criminal violations can result in prosecution or penalties.

3. Exemptions.

(a) No provisions of the Procurement Policy except ~~Section 8 and~~ Article II, Section 8 shall apply to the following purchases:

(1) Advertising;

(2) Bond payments and debt service fees along with the issuance, sale and delivery of public securities pursuant to the applicable authorizing statute, with the exception of bond attorneys and general financial consultants;

(3) Books, periodicals, publications and subscriptions;

(4) Credit or procurement card ("p-card") purchases covered under a separate policy~~services~~;

(5) Employee work-related travel allowances and expenses;

(6) Freight and delivery charges;

(7) Instruction/education/training, any and all related fees~~, excluding employee travel~~;

(8) Insurance premiums;

(9) Legal and related costs incurred by the District , including expert witness costs and interpreters' fees, printing/duplicating costs, arbitrator/mediator, process server, court reporter, transcriptions, and settlements, hearing officer (s), but not including attorney contracts (see (b)(5) below);

(10) Medical services and emergency medical services for and incidental to utilizing licensed medical professionals, but not including routine medical and psychological exams or lab tests pursuant to drug testing , pre-hire examinations or examinations related to reasonable accommodation;

(11) Memberships and dues;

(12) Travel or shipping by common carrier or by private conveyance or to meals and lodging;

(13) Office supply, equipment repair and maintenance contracts;

(14) Postage or meter refills;

(15) Real property;

(16) Information Technology Maintenance Services;

(17) Employment Agreements or Contracts;

(18) Collective Bargaining Agreements or Contracts;

(19) Software and firmware updates or upgrades, minor;

(20) Purchases of parts and labor for equipment or machinery where a breakdown of this equipment or machinery could cause an emergency or costly condition to exist and where the machinery or equipment is in immediate danger of failure;

(21) Purchases of parts and labor or maintenance agreements to repair disabled equipment or machinery if the equipment or machinery is repaired by a franchised dealer or by a factory authorized repair shop;

(22) Agreements for the services of lobbyists;

(23) Taxes, licenses and filing fees;

(24) Purchases of publicly provided or publicly regulated gas, electricity, water, sewer and refuse collection systems and telecommunications services;.

~~(24)~~(25) Intergovernmental agreements.

~~(b) No provisions of the Code, except Section 8 and Article II , shall apply to the following purchases, provided, however, that such purchases shall require a purchase order:~~

~~(1)~~ (26) Procurement of items of goods or services from a federal or state agency or other public entity.

~~(2)~~ (27) Procurement of goods, services, or construction items under existing contracts and that are procured under any of the following conditions:

a. At a price equal to or less than the contractor's current federal contract price (GSA, FSS), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the District ; or

b. With a person that has a current contract with the state ~~Purchasing Agent~~Chief Procurement Officer or any other New Mexico governmental entity, for the item, services or construction meeting the same standards and specifications as the items to be procured; or

c. With a person that has a current contract issued under a cooperative purchasing agreement with another public entity; or

d. With a person that has an existing contract, that was subject to competitive solicitation, with another government or agency thereof.

~~(3)~~ (28) Purchases of motor fuels and compressed fuel gases where deemed necessary prudent and authorized by the Chief Procurement Officer.

~~(4)~~ (29) Works of art for public display.

~~(5) Legal services.~~

~~(6)~~ (30) Goods for resale.

~~(7)~~ (31) Unscheduled repairs which necessitate disassembly diagnostics.

~~(8)~~ (32) Contracts for televising or documenting public meetings.

(33) contracts for retirement and other benefits.

(34) contracts and purchases for towing services to move disabled District vehicles.

(35) any other purchases exempted under relevant state or federal laws.

~~(9)~~ (b) The ~~Finance Manager~~ Chief Procurement Officer shall retain the documentation relied upon to procure goods, services or construction without seeking competitive bids or proposals for public inspection and auditing purposes in accordance with established District records retention standards.

4. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Architect services means services which require a valid state license related to the art and science of designing and building structures for human habitation or use and may include planning, providing preliminary studies, design, specifications, working drawings and providing for general administration of construction contracts.

Authorized User means an employee who has been approved by management, and has received mandatory training in procurement, to conduct departmental purchasing.

Bid means a formal quote with a pre-determined set of specifications to which a bidder must answer or comply, which details the goods or construction, and the price of the items solicited.

Blind trust means an independently managed trust in which the employee-beneficiary has no management rights ~~and in which the employee-beneficiary is not given notice of alterations in, or other disposition of, the property~~ subject to the trust.

Brand name or equal specification means a specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance and other significant characteristics needed to meet District requirements, and which provides for the submission of equivalent products.

Brand name specification means a specification limited to one or more items by manufacturers' name or catalogue number.

Change order means a written order to the contractor authorizing an addition, deletion, or revision in the work within the scope of the contract documents, or authorizing an adjustment in the contract price or contract time.

Chief Procurement Officer means the District staff member duly trained, qualified and assigned to oversee all procurements on behalf of the District.

Confidential information means any information which is available to an employee only because of the employee's status as an employee of the District and is not a matter of public knowledge or available to the public on request.

Construction means the process of building, altering, repairing, installing, improving or demolishing any public structure or building, or other public or private improvements of any kind to any public real property. It does not include the routine operation or routine maintenance of existing structures, buildings or real property.

Construction management services may include but are not limited to performance of the following activities by the construction manager: monitoring and coordinating the work, schedules, personnel, equipment and materials of contractors with the activities of the District ; developing and monitoring project costs, change orders and pay requests; insuring compliance with all contract documents and applicable laws, rules and regulations.

Contract means any type of District agreement, regardless of its title, for the procurement of goods, services, or construction. This term shall not include employment agreements or collective bargaining agreements.

Contract modification (bilateral change) means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity or other provisions of any contract accomplished by mutual action of the parties to the contract.

Contractor means any person as defined below who has a contract with the District.

Cooperative purchasing means the use of a properly executed purchasing agreement with one or more additional public agencies to execute procurement.

Cost analysis means the evaluation of factual information concerning the cost of labor, material, overhead and other cost elements including profit which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

Cost-reimbursement contract means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of the procurement code, and a fee or profit, other than a fee based upon a percentage of cost, if any.

District means the North Central Regional Transit District.

Definite quantity contract means a contract which requires the contractor to furnish a specified quantity of goods, services, or construction at or within specified time.

Direct or indirect participation means involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity.

Dollar levels mean United States currency, and all amounts shall be considered without New Mexico gross receipts tax (NMGRT).

Employee means an individual drawing a salary or wages from the District , whether appointed or not; any non-compensated individual performing services for the District or any department, or entity established by the executive or legislative branch of the District ; any non-compensated individual serving as an Director or Official Designee of the District .

Engineering services means any service or creative work, the adequate performance of which requires a valid state license and engineering education, training and experience in the application of special knowledge of the mathematical, physical and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning and design of engineering works and systems, engineering studies and the review of construction for the purpose of assuring substantial compliance with drawings and specifications; any of which embrace such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, chemical, pneumatic or thermal nature, insofar as they involve safeguarding life, health or property, and including such other professional services as may be necessary to the planning, progress and completion of any engineering services. Such practice may include but is not limited to the performance of architectural work incidental to the practice of engineering. Engineering services does not include responsibility for construction management services, site conditions, operations, equipment, personnel or the maintenance of safety in the work place.

Evaluation committee means a committee appointed for the purpose of evaluating responses to bids or proposals and to determine, in writing, which is the most advantageous to the District based on the evaluation factors set forth. The evaluation committee members will remain constant through award. Except as specified in Section 38 (b) of this Procurement Policy, the evaluation committee shall be appointed by the department manager for whose department the goods, services or construction are to be purchased.

Financial interest means:

(1) Holding a position in a business as officer, director, trustee, or partner, or holding any position in management, or ownership of more than five percent interest in a business; or

(2) Any interest which may yield, directly or indirectly, any material benefit to an employee or to the employee's immediate family any interest other than an interest in a mutual fund or one held in a blind trust.

Goods means all tangible items, other than real property or construction, having a physical existence including, but not limited to, supplies, parts, equipment, materials, and printed materials.

Gratuity or Kickback means a payment, loan, subscription, advance, and deposit of money, service or anything of more than a nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Immediate family means a spouse, children, parents, brothers and sisters, parent in-law, grandparent, grandchild, and step-relatives in a like relationship.

Indefinite delivery/Indefinite quantity or IDIQ contract means a contract which requires the contractor to furnish an indeterminate quantity of specified goods, services, or construction during a prescribed period of time at a definite unit price or at a specified discount or similar pricing structure from list or catalog prices.

Inventory means goods purchased for storage, issue, and ready use by users of the District.

Invitation for Bids or IFB means all documents, whether attached or incorporated by reference, utilized for soliciting competitive sealed bids.

Multiple source award means an award to more than one bidder or offeror of a contract for one or more similar goods, services, or construction.

Person means any natural person, corporation, partnership, sole proprietorship, joint stock company, joint venture, private legal entity, or any federal, state or local political subdivision or entity thereof.

Price or Pricing structure means a pre-determined method, such as percentage charged for a category of items; or dollar amount as an itemized price listing, or as related to quantity, unit pack, or similar distinction, for which a vendor is willing to provide the District -goods, services, or construction.

Price agreement means a form of IDIQ contract.

Price analysis means the evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in determining prices to be paid and costs to be reimbursed.

Pricing data means factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

Procurement means the buying, purchasing, renting, leasing, or otherwise acquiring of any goods, services or construction. It also includes all functions that pertain to the procurement process, including description of requirement, and awards of contract.

Professional services means the services of practitioners in a field requiring a state license, or an advanced degree, or a highly specialized education, or a nationally recognized certification; or person providing such

services. This term shall not include services provided by an employment agreements or contracts or collective bargaining agreements or contracts.

Project means an activity with an explicit goal, that has a defined beginning and an end, that has at least one concrete deliverable, that has a logical sequence of activities that produce the deliverable(s), and that is not a repetition of an activity that has been previously planned and performed.

Project Manager means the person assigned the responsibility for overall supervision of a Project. The responsibility includes, but is not limited to, budget monitoring, change order control, project schedule, quality control, approving progress payments, and insuring that work progresses in accordance with requirements set forth in the contract documents.

Proposal means a quote which may include open-ended, substantially bidder-determined specifications for how the bidder will provide the item(s), or different weights on different factors for evaluation; which details the goods, services, or construction, and the price of the items solicited.

Public agency or entity means a public entity subject to or created by any federal, state, or local governmental body.

Purchase order or PO means the legally binding document issued by the Finance Office, which has been appropriately approved before submission to a vendor, that authorizes a contractor or vendor to deliver goods, services or construction. There are two types:

(1) Regular (fixed amount and cost) – one which is used to procure a predetermined quantity at a predetermined price; and

(2) Open or Blanket Purchase Order – one which is used for anticipated numerous or recurring small purchases at a predetermined price or pricing structure for up to one year. It is a type of IDIQ contract.

Qualified products list means an approved list of goods, services or construction items described by model or catalogue numbers which, prior to competitive solicitation, the ~~Purchasing Agent~~Chief Procurement Officer has determined will meet the applicable specification requirements.

Quote means a binding, good-faith statement of the price at which a vendor is willing to provide to the District required goods, services, or construction.

Request for Information / Interest or RFI means all documents, whether attached or incorporated by reference, utilized for soliciting information to be used in developing specifications or a scope of work for services for an IFB, RFP, or RFQ, or for gauging interest in a future solicitation.

Request for Proposals or RFP means all documents, whether attached or incorporated by reference, utilized for soliciting proposals for goods, services or construction.

Request for Qualifications or RFQ means all documents, whether attached or incorporated by reference, utilized for soliciting Statements of Qualifications for professional services.

Responsible bidder or offeror means a person, who has been determined by the ~~Purchasing Agent~~Chief Procurement Officer or evaluating committee to have the capability in all respects to perform fully the contract requirements, including the financial resources, personnel, service reputation and experience, capacity,

production or service facilities, equipment and credit which will ensure satisfactory delivery of the goods, services or construction described in the IFB or in the RFP.

Responsive bidder means a person who has submitted a bid that conforms in all material respects to the requirements set forth in the IFB. Material respects of a bid may include but are not limited to, price, quality, quantity, and delivery requirements.

Responsive offeror means a person who has submitted an offer that conforms in all material respects to the requirements set forth in the RFP.

Rough order of magnitude estimate means an approximation without detailed data backup; has a range of accuracy equal to -25% to +75%.

Services means the furnishing of labor, time or effort, by contractors other than those providing professional services, services of employees of a state agency or local public body, or construction.

Software or firmware update or upgrade means an improvement to the functionality or security of computer software. There are two basic types:

(1) Minor – one in which the underlying software remains the same, and is usually identified by an incremental number change, such as ".1" or ".02".

(2) Major – one in which the software itself changes, either to a new operating system or as a new version, typically identified such as "Version 8" or "Name 2012".

Sole source selection means a one-time procurement which is subject to the following conditions:

(1) A good-faith review of available sources has been conducted, and

(2) A Letter or Memo of Justification is provided to the Finance Manager and Executive Director as documentation detailing the reason(s) why the source is the only one in the USA that provides the good(s) or service(s).

Specification means any description of the physical or functional characteristics or of the nature of a good, service or construction item. It may include a description, any requirement for inspecting, testing or preparing a good, service or construction item for delivery.

Statement of Qualifications or SOQ means a formal documentation of experience or expertise for the purpose of obtaining information to permit the evaluation of the person most highly qualified to provide the required services.

Surveying services means any service or work, the substantial performance of which involves the application by a state-licensed surveyor of the principles of mathematics and the related physical and applied sciences.

Task order or Job order means a discrete assignment of a specific set of tasks under an Indefinite Delivery/Indefinite Quantity contract, each order capped at a not-to-exceed amount.

ARTICLE II. ROLES AND AUTHORITY OF ~~OFFICE OF~~ THE CHIEF ~~PURCHASING~~ PROCUREMENT OFFICER AND EXECUTIVE DIRECTOR~~AGENT~~

5. Establishment.

The responsibility for administration of the provisions of this policy shall be under the Executive Director but all responsibilities may be delegated to a Chief Procurement Officer who is duly trained and qualified to perform purchasing functions on behalf of the District. The Chief Procurement Officer ~~Executive Director~~ shall have the responsibility and authority to insure that all provisions of law and this Procurement ~~p~~Policy are followed and shall be authorized to issue any supplemental regulations consistent with this policy deemed necessary to administer, manage or clarify this ~~P~~policy. Supplements issued by the Chief Procurement Officer shall require prior written approval of the Executive Director and shall be attached to and made a part of this Policy. The Chief Procurement Officer ~~Executive Director~~ shall be responsible for having the knowledge to insure that all provisions of this Policy and all other purchasing concerns and activities of the District are appropriate and consistent with the most current, generally accepted purchasing techniques, and all provisions of the law.

~~There shall be a Purchasing Agent~~Chief Procurement Officer~~. The Purchasing Agent~~Chief Procurement Officer ~~shall be the Executive Director who is the principal public purchasing official and whom may delegate these responsibilities to other staff as he may deem necessary and who herein will be known as the Purchasing Agent~~Chief Procurement Officer ~~for purposes of this Policy.~~

6. Authority and duties.

(a) *Principal public purchasing official*. Except as otherwise provided in this Article, the ~~Purchasing Agent~~Chief Procurement Officer shall serve as the principal public purchasing official for the District and shall be responsible for conducting or supervising the procurement of goods, services or construction in accordance with this Article, as well as the disposal of surplus goods.

(b) *Duties.* In accordance with this article, and subject to the supervision of the Executive Director or his designee, the ~~Purchasing Agent~~Chief Procurement Officer shall:

(1) Award purchase orders for procurement of all goods, services or construction needed by the District , upon approval of departments or the Executive Director as required consistent with operational procedures;

(2) Develop procedures to sell, trade, or otherwise dispose of surplus goods belonging to the District ;

(3) Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the public agencies using the goods, services or construction;

(4) Conduct mandatory training sessions for new authorized users, and periodic training for all current authorized users;

(5) Review all procurement requests for correctness, appropriateness, and compliance with this Policy; and

(6) Establish and administer a District Procurement Card program.

(c) *Operational procedures.* Consistent with this article, the ~~Purchasing Agent~~Chief Procurement Officer may adopt operational procedures relating to the execution of his or her duties.

7. Delegations to other District officials.

The ~~Purchasing Agent~~Chief Procurement Officer may delegate authority to purchase certain goods, services or construction items to other District officials, if he or she deems such delegation necessary for the effective procurement of those items. This delegation will be in writing describing the authority granted. Notwithstanding the provisions of Section 6, procurement authority with respect to certain goods, services or construction may be delegated to other District officials by the Executive Director. This delegation will be in writing describing the authority granted.

8. Authority to execute contracts.

(a) *Purchase orders*. The District Board hereby delegates to the Executive Director the authority to execute purchase orders and bind the District in contracts as follows.

(b) *Contracts*.

(1) For contracts the District Board hereby delegates to the Executive Director or designee the authority to execute the following contracts and bind the District:

a. Contracts other than purchase orders as provided in this Section, in the amount of $100,000.00 or less;

b. Any contract for the purchase of goods or construction in any amount less than or equal to the funding budgeted and specifically appropriated by the District –Board for the acquisition or project;

c. Change orders or contract modifications to existing contracts, provided that the total amount after execution of the change order or contract modification does not exceed the funds budgeted or the adjusted budget and specifically appropriated for the project.

(2) The authority granted in Subsections (b) (1) is subject to the following conditions:

a. The goods, services, or construction was procured in accordance with this ~~chapter~~Procurement Policy as determined by the ~~Purchasing Agent~~Chief Procurement Officer;

b. The contract is in a form acceptable to the District's –Legal Counsel;

c. There is no local, state or federal requirement that the chief elected official or other official must sign the contract;

d. Approval by the District Board if the purchase is in excess of $100,000.00.

(3) The Executive Directors power to delegate authority to execute contracts is limited to the contract amount of $100,000.00, exclusive of NMGRT, or less.

(4) All other contracts must be approved by the District Board prior to execution by the Executive Director, as appropriate.

~~(4)~~(5) Multiple signatures, verifications, and other fiscal controls may be required to ensure all District contracts receive proper review and approval prior to the expenditure or commitment of

District funds. Supplemental policies to this Procurement Policy regarding the form, execution, and limits on signature authority of the District staff are hereby authorized and integrated by reference.

ARTICLE III. SOURCE SELECTION METHODS ~~AND CONTRACTS~~

9. Competitive ~~s~~Sealed Bids~~Invitations for Bids (IFBs)~~.

The ~~Purchasing Agent~~Chief Procurement Officer shall be responsible for developing procedures for processing, recording and securing all documents for bids and proposals. Confidential information shall be identified as such by the bidder, and subject to state laws regarding its handling. The user department manager shall appoint the bid evaluation committee and committee chairperson.

(a) *Conditions for use.* ~~All C~~contracts of the District shall generally be awarded by competitive sealed bidding except as otherwise provided herein. Exempt purchases under Section 3, purchases requiring Requests for Proposals under section 10, purchases requiring Requests for Qualifications under section 11, small purchases under Section 12, sole source purchases under section 13, and emergency procurements under section 14 and purchases under a valid existing contract by another procuring governmental entity shall not be subject to this general requirement.

(b) *Invitation for bids.* An IFB shall be issued and shall include specifications and a sample of the standard contractual terms and conditions applicable to the procurement.

(c) *Public notice.* Adequate public notice of the IFB shall be given a reasonable time, but not less than 15 calendar days prior to the date set for opening of the bids. Re-solicitations shall be given public notice for a minimum of 10 days prior to the date set for opening of the bids. The publication of such notice shall be in a newspaper of general circulation within the District. Such public notice shall state the title, place, date and time of bid opening.

(d) *Bidders list.* The ~~Purchasing Agent~~Chief Procurement Officer shall send copies of the IFBs to include, but not be limited to, those persons that have formally requested from the District the IFB documents for submitting bids for particular categories of goods, or construction, and which have paid in advance any required fees. The ~~Purchasing Agent~~Chief Procurement Officer may set fees or deposits for different IFBs. Such fees shall be related to the actual direct cost of furnishing copies of the IFBs to the prospective bidders. Any deposit, less delivery charges, shall be refunded if the documents for bid are returned in usable condition within the time specified in the documents for bid, which time limits shall be no less than ten calendar days after the date of the bid opening. All forfeited deposits shall be credited to the District.

(e) *Bid opening.* Bids shall be opened publicly in the presence of two or more District employees and any public present, including bidders, at the time and place designated in the IFB. The names of the witnesses will be made a part of the record, and any public presence, including bidders or offerors, will be given the option to record their names. The amount of each bid and such other relevant information as the ~~Purchasing Agent~~Chief Procurement Officer deems appropriate consistent with the Inspection of Public Records Act, § 14-2-1 et seq., NMSA 1978, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection in accordance with the Inspection of Public Records Act.

(f) *Bid acceptance and bid evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Article. Bids shall be evaluated based on the requirements set forth in the IFB, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total of life cycle costs. The IFB shall set forth the evaluation criteria to be used. Only criteria that are set forth in the IFB may be used in bid evaluation. Interviews are to be used only for the

purpose of clarification. The final evaluation results shall be forwarded to the ~~Purchasing Agent~~Chief Procurement Officer.

(g) *Withdrawal of bids and cancellation of awards.* Bidder may withdraw its bid by written notice and received by ~~Purchasing Agent~~Chief Procurement Officer prior to bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interests of the District or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

(1) The mistake is clearly evident on the face of the bid document; or

(2) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

Any decision to permit correction before withdrawal of bid or to cancellation of awards or contracts based on bid mistakes shall be supported by a written determination made by the ~~Purchasing Agent~~Chief Procurement Officer including the grounds upon which the determination was made.

(h) *Negotiations.* If the low responsive and responsible bid for a construction project exceeds available funds as certified by the Finance Manager and such bid does not exceed such funds by more than ten percent (10%), the ~~Purchasing Agent~~Chief Procurement Officer is authorized, when time or economic considerations preclude resolicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder in order to bring the bid within the amount of available funds..

(1) Should negotiation fail to reduce the cost, the ~~Purchasing Agent~~Chief Procurement Officer may then negotiate with the next lowest bidder;

(2) Should negotiation again fail bidder to reduce the cost, the ~~Purchasing Agent~~Chief Procurement Officer may then negotiate with the next lowest or cancel the bid.

(i) *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB. An award may be made on an all-or-nothing or multiple source basis, consistent with Section 19 (b), whichever is the most advantageous to the District.

(j) *Multistep sealed bidding.* When it is considered impractical to prepare initially a purchase description to support an award based on price, an IFB may be issued requesting the submission of unpriced offers, which may include a separate sealed price proposal, or may
be followed by an IFB limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

(k) *Identical bids.* When competitive sealed bids are used and two or more of the bids submitted are identical in price and are the low bid, the ~~Purchasing Agent~~Chief Procurement Officer may:

(1) Award pursuant to the multiple source award provision of section 19 (b);

(2) Award by lottery or game of chance of the ~~Purchasing Agent~~Chief Procurement Officer's choosing to one of the identical low bidders; or

(3) Reject all bids and re-solicit bids for the required goods, services, or construction.

Competitive sealed ~~Requests for~~ Proposals Requests for Proposals (RFPs) and Request for Qualifications (RFQs).

The ~~Purchasing Agent~~Chief Procurement Officer shall be responsible for developing procedures for processing, recording and securing all documents for RFPs and RFQs. Confidential information shall be identified as such by the proposer, and subject to state laws regarding its handling. The user department director shall appoint the bid evaluation committee and committee chairperson.

10. ***Conditions for Use of RFP.*** When the ~~Purchasing Agent~~Chief Procurement Officer determines that, based on written justification provided by the user department, the use of competitive sealed bidding is either not practical or not advantageous in seeking the best value to the District, a contract may be entered into by use of RFPs.

(1) Issuing the RFP. Proposals shall be solicited through an RFP which shall be issued and shall include the specifications for the goods, services or construction, a sample copy of the proposed contract terms applicable to the procurement unless waived by the Purchasing Agent, additional requirements specific to a particular procurement as may be in the best interest of the District, the location where proposals are to be received and the date, time and place where proposals are to be received.

(2) Multistep RFPs. When, because of the unique set of qualifications needed the ~~Purchasing Agent~~Chief Procurement Officer considers it impractical to prepare initially a solicitation which includes price, an RFP may be issued requesting the submission of Statement of Qualifications (SOQs) which include a separate sealed price proposal, or may be followed by an RFP limited to those offerors whose offers have been determined by the evaluation committee to be qualified under the criteria set forth in the first solicitation.

(3) Public notice. Adequate public notice of the RFP shall be given in the same manner as provided in Section 9 (c).

(4) Offerors list. The ~~Purchasing Agent~~Chief Procurement Officer shall send copies of each RFP to at least those persons that have formally requested from the purchasing office the documents for submitting a proposal. Registration fees or deposits may be required as provided in section 9 (d).

(5) Receipt of proposals. Proposals shall be handled so as to prevent disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

(6) Evaluation factors. The RFP shall state the relative weight of price and other evaluation factors.

(7) Evaluation of the RFP. Interviews are only for the purpose of clarification, and may be used for adjusting the initial score. The final evaluation results shall be forwarded to the Purchasing Agent.

(8) Discussion with responsible offerors and revisions to proposals. As provided in the RFP, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of

clarification to ensure full understanding and conformation with the solicitation requirements for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by finalist offerors.

(9) Award shall be made to the responsible offeror whose proposal is determined in writing by the evaluating committee to be the most advantageous to the District, taking into consideration the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the written basis on which the award is made.

11. ***Conditions for use of RFQs.*** When the ~~Purchasing Agent~~Chief Procurement Officer determines in writing, based on written justification provided by the user department that the use of an IFB or RFP is either not practical or not advantageous to the District in soliciting professional services, a contract may be entered into by use of competitive sealed RFQs. The ~~Purchasing Agent~~Chief Procurement Officer shall publicly issue an RFQ for professional service providers to submit a Statement of Qualifications and to negotiate such contracts on the basis of demonstrated competence and qualifications and performance date.

(1) Issuing and processing the RFQ. The RFQ will be handled in the same manner as in subsections (1) through (7) of Section 10(a) above except for a price proposal, which is not used.

(2) Selection process. The evaluation committee shall select, ranked in the order of their qualifications, the person(s) deemed to be the most highly qualified to perform the required services, after considering the following criteria:

a. Specialized design or technical competence of the person regarding the type of services required;

b. Capacity and capability of the person, including any consultants, their representatives, qualifications, and locations, to perform the work, within the time limitations;

c. Past record of performance on contract with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules; and/or

d. Any other criteria as deemed necessary.

(3) Negotiation. Upon selection of the finalist(s), the ~~Purchasing Agent~~Chief Procurement Officer or designee shall negotiate a contract with the person considered to be the most qualified for the required services at compensation which the ~~Purchasing Agent~~Chief Procurement Officer or designee determines in writing to be fair and reasonable to the District . In making this decision, the ~~Purchasing Agent~~Chief Procurement Officer or designee shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the ~~Purchasing Agent~~Chief Procurement Officer or designee be unable to negotiate a contract at a fair and reasonable price with the selected person, the valuation committee shall select additional persons in order of their competence and qualifications, and the ~~Purchasing Agent~~Chief Procurement Officer or designee shall continue negotiations with the additional persons in the order of their competence and qualifications in accordance with this section until an agreement is reached.

12. Small purchases.

A. *Generally*. Any purchase may be made in accordance with the small purchase procedures authorized in this Section if the total amount of the contract to be awarded, calculated over the full term of the contract, does not exceed $60,000.00. A purchase shall not be artificially divided so as to constitute a small purchase under this Section. Professional services not exceeding $560,000.00 may be but are not required to be conducted by competitive written proposal.

B. *~~Any~~ Federally funded purchases not exceeding $~~10~~3,~~0~~500.00, exclusive of applicable gross receipts tax*. The ~~Purchasing Agent~~Chief Procurement Officer shall adopt operational procedures for making small purchases not exceeding $~~10~~3,~~0~~500.00. Such operational procedures shall comply with federal best practices for small purchases and shall provide for federally required documentation of small purchases ~~provide for obtaining adequate and reasonable competition for the goods, services or construction being purchased, properly account for the funds expended and facilitate an audit of the small purchases made~~.

C. *Purchases under ~~from~~ $~~1~~20,000.0~~10 to $35,000.00~~, exclusive of applicable gross receipts tax.* ~~small~~ purchase under $20,000 shall only be required to meet the minimum standards established by the State of New Mexico for small purchases.~~Insofar as it is practical, the purchaser shall solicit no less than three quotations. Award shall be made to the person offering the lowest acceptable quotation. The names of the persons from which quotations were solicited, and the date and the amount of each quotation, shall be recorded and maintained in accordance with established District records retention standards~~.

D. *~~Procurement of professional services not~~ Purchases exceeding $~~5~~20,000.00, exclusive of applicable gross receipts tax*. Small purchases of $20~~0~~,001 to $60,000 shall comply with minimum standards established by the State of New Mexico. ~~Professional services having a value not exceeding $50,000.00 may be procured without competitive sealed bids or proposals. For Professional Services the department may determine available sources and negotiate directly with the prospective vendors. Competitive informal proposals or quotes are recommended in order to obtain the services in the best interest of the District, but are not required.~~

13. Sole source procurement.

A contract may be awarded without competition when the ~~Purchasing Agent~~Chief Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required goods, service or construction item in the USA. A sole source selection may also result when there is only one respondent to an RFI as in Section 33(c)(2). The ~~Purchasing Agent~~Chief Procurement Officer or designee shall conduct negotiations, as appropriate, as to price, delivery and terms. A record of these procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, a letter or memo of justification documenting the reason for the selection of the source, and the identification number of each contract file. Notice publication of proposed sole source contracts shall be listed on the District's website for 30 days prior to award of any sole source contract exceeding $20,000 in value.

14. Emergency procurements.

The ~~Purchasing Agent~~Chief Procurement Officer may make or authorize others to make emergency procurements of goods, services or construction items when there exists a threat to public health, welfare or safety, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency

procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract and the identification number of the contract file.

ARTICLE IV. ACTIONS PRIOR TO AWARDING CONTRACTS

15. Cancellation of solicitations.

An IFB, an RFP or other solicitation may be canceled, or any or all bids or proposals may be rejected when it is in the best interests of the District. The reasons therefore shall be made part of the file. Each solicitation issued by the District shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part when in the best interest of the District. Notice of cancellation shall be sent to all respondents. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurements of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

16. Responsibility of bidders and offerors.

Determination of non-responsibility. If a bidder or offeror is found to be non-responsible, the ~~Purchasing Agent~~Chief Procurement Officer shall prepare a written determination of non-responsibility setting forth the basis of the finding. The unreasonable failure of a bidder or offeror to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. The final determination shall be made part of the contract file and be made public record.

The Chief Procurement Officer shall verify the responsibility of bidders and offers to the extent reasonably practicable and necessary. Criteria for determining the responsibility of bidders and proposers shall include but not be limited to the following:

(a) for federally funded procurements over $25,000.00 the Chief Procurement Officer will search SAM.gov;

(b) the business has not been debarred or suspended under New Mexico laws (NMSA 1978, Section 13-1-179 and 180);

(c) the business is solvent;

(d) the business is duly incorporated;

(e) the business is authorized to conduct business and in good standing with all state and local registration requirements including current business registrations, and business licenses;

(f) the business has or will be obtain applicable insurance;

(g) the business meets any relevant bonding requirements;

(h) the business principle officers are not currently under indictment or investigation for fraud, breach of fiduciary duty or similar crimes that would potentially subject the District to unnecessary financial risks.

17. Minor Irregularities in Bids, Proposals and Offers.

The Chief Procurement Officer shall be responsible for reviewing bids and proposals and determining if any portion of a bid or proposal contains minor irregularities, typographical errors, or ambiguous words, terms and phrases that require clarification prior to the award of a contract. If the Chief Procurement Officer deems material in question to be minor, immaterial, typographical or otherwise not detrimental to the interests of the District or the fairness of the award process he/she shall be authorized to proceed with the selection and award of the procurement without further action.

If the Chief Procurement Officer receives a written request for clarification regarding any portion of a bid, proposal or other submission the Chief Procurement Officer shall give a written determination to any interested party including competing bidders or offerors of his/her determination regarding the materiality of the irregularities, errors or ambiguous language. If the Chief Procurement Officer deems the material in question to be material to the determination of responsibility under section 16 above or to be potentially detrimental to the interests of the District or the fairness of the award process the Chief Procurement Officer may elect to deem the bid, proposal or offer non-responsive to the solicitation and shall give written notice to all interested persons or businesses of his/her determination.

~~17.~~ **18. Cost or pricing data.**

(a) *Required submissions relating to the award of contracts.* A prospective contractor shall submit cost or pricing data when the contract is expected to exceed $500,000.00 and is to be awarded by competitive sealed proposals (Section 10) or by sole source procurement (Section 12). The submission of cost or pricing data relating to the award of a contract is not required when:

(1) The contract price is based on competitive bid;

(2) The contract price is based on established catalog prices or market prices;

(3) The contract price is set by law or regulations;

(4) The contract is for professional services;

(5) The contract is awarded pursuant to the Public Building Energy Efficiency Act;

(6) The ~~Purchasing Agent~~Chief Procurement Officer determines in writing that the requirements of this Section may be waived, and the determination states the reasons for such waiver.

(b) *Required submissions relating to change orders or contract modifications.* A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustment to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract, when the change or modification involves aggregate increases or aggregate decreases in cost, plus applicable profits, that are expected to exceed ten percent (10%) of original contract price. The submission of cost or pricing data relating to the pricing of a change order or contract modification is not required when:

(1) An unrelated and separately priced adjustment for which cost or pricing data would not be required are consolidated for administrative convenience; or

(2) The ~~Purchasing Agent~~Chief Procurement Officer determines in writing that the requirements of this Section may be waived, and the determination states the reasons for such waiver.

(c) *Certification requirements.* A contractor, actual or prospective, required to submit cost or pricing data in accordance with this Section, shall certify that, to the best of his or her knowledge and belief, the cost of pricing data submitted was accurate, complete and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

(d) *Price adjustment provision required.* Any contract award, change order or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the District , including profit or fee, shall be adjusted to exclude any significant sums by which the District finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date agreed upon between the District and the contractor.

~~18.~~ 19. Cost or price analysis.

(a) A cost analysis or price analysis, as appropriate, shall be conducted by the evaluation committee or Project Manager prior to award of the contract when required under section 16. A written record of such analysis shall be made part of the contract file.

(b) Cost analysis includes the appropriate verification of cost or pricing data, and the use of this data, as well as any available historical comparative data, to evaluate:

(1) Specific elements of costs;

(2) The necessity of certain costs;

(3) The reasonableness of amounts estimated for the necessary cost;

(4) The reasonableness of allowances for contingencies;

(5) The basis used for allocation of indirect costs;

(6) The appropriateness of particular indirect costs to the proposed contract; and

(7) The reasonableness of the total cost or price.

(c) Price analysis shall be made upon the following criteria for the same or similar items or services:

(1) Price submissions of prospective bidders or offerors in the current procurement;

(2) Prior price quotations and contract prices charged by the bidder, offeror or contractor;

(3) Prices published in catalogues or price list;

(4) Prices available on the open market; or

(5) In-house estimates of cost.

~~19.~~17. Bid and performance bonds on goods or service contracts.

Bid ~~and~~ performance and payment bonds or other security may be requested for goods and/or service contracts as the ~~Purchasing Agent~~Chief Procurement Officer or department manager deems advisable to protect the District's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for determination of a bidder's or offeror's responsibility. The District shall not require bid or performance bonds where the cost of said bonds would, in the opinion of the Chief Procurement Officer, drive up the cost of the goods or services to be procured in an amount that exceeds the District's risk from not having a bond. However, all contracts of over $250,000 shall require bonds due to the large amount of District resources involved.

ARTICLE V. CONTRACTS

~~20.~~ 20. Types of contracts.

General authority. Subject to the limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interests of the District will be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made by the ~~Purchasing Agent~~Chief Procurement Officer that such a contract is likely to be less costly to the District than any other type or that it is impracticable to obtain the goods, service or construction item required except under such a contract.

(a) *Multi-term contracts.*

(1) Specified period. A contract can be for multiple fiscal periods, as needed. Unless otherwise provided by law, a contract for goods or services may be entered into for any period up to four years, subject to the following provisions:

a. that the term of the contract and conditions of renewal or extension, if any, are included in the solicitation;

b. renewals or extensions may be for up to three consecutive one-year periods;

c. funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof;

d. a multi-term contract that exceeds the Executive Director's purchasing authority as provided in Section 8 of these regulations over the cumulative time period of a multi-year contract shall be brought to the District Board for approval;

e. construction contracts are exempt from the limit.

(2) Determination prior to use. Prior to the utilization of a mult-iterm contract, the ~~Purchasing Agent~~Chief Procurement Officer shall determine that:

a. Estimated requirements cover the period of the contract and are reasonably firm and continuing; and

b. Such a contract will serve the best interests of the District by encouraging effective competition or otherwise promoting economies in District procurement.

(3) Cancellation due to unavailability of funds in succeeding fiscal periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the goods or services delivered under the contract. Such cost of cancellation may be paid only from any appropriations available for such purposes.

(b) *Multiple source contracting.*

(1) Generally. A multiple source award is an award of a contract for one or more similar goods or services to more than one bidder or offeror. The obligation to order the District's actual requirements is limited by the provision of the Uniform Commercial Code, NMSA 1978, § 55-1-101 et seq.

(2) Limitations on use. A multiple source award may be made when an award to two or more bidders or offerors for similar products is necessary for adequate delivery, service or product compatibility. Any multiple source awards shall be made in accordance with the provisions of Sections 9 through -11, and 13, as applicable. Multiple source awards shall not be made when a single award will meet the District's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of the bids. Any such awards shall be limited to the least number of suppliers necessary to meet valid requirements.

(3) Contract and solicitation provisions. All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract; provided, however, that:

a. The District shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; or

b. The District shall reserve the right to take bids separately if the ~~Purchasing Agent~~Chief Procurement Officer approves a finding that the goods or service available under the contract will not meet a special need of the District.

(4) Intent to use. The District shall, in the solicitation document, reserve the right to make such an award.

(5) Determination required. The ~~Purchasing Agent~~Chief Procurement Officer shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the procurement file.

(c) *Price agreements.*

(1) Generally. A price agreement is an award of an Indefinite Delivery/Indefinite Quantity contract for one or more similar goods or services to one or more bidder(s) or offeror(s). It is used for anticipated numerous or recurring purchases at a predetermined price or pricing structure over an extended time period. Task orders, once initiated within the contract term, will continue until

the completion of the specific task without regard to term of the basic contract unless otherwise stipulated. Since a Price Agreement does not have specific delivery of goods or services required at inception, individual task orders or purchases shall be approved by the appropriate person in accordance with the approval levels in Section 8.

a. Limitations on Use. A price agreement may be awarded subject to the provisions in sections 9 through -12 and19 (b).

b. Intent to use. The District shall, in the solicitation document, reserve the right to make such an award.

(d) *Administrative Grouping of Requirements for Inventory*

(1) Generally. Administrative grouping of requirements for inventory recognizes that inventory replenishments or purchases are actually an aggregate of multiple discreet requirements. With this administrative grouping, each purchase order line stands on its own with respect to approval levels in section 8.

(2) Limitations on use. This method only pertains to items of inventory.

~~21.~~18. Contract clauses and administration.

(a) *Contract clauses.* All the District contracts for goods, service or construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The ~~Purchasing Agent~~Chief Procurement Officer, after consultation with the District Legal Counsel, may issue clauses appropriate for goods, service or construction contracts, addressing among others the following subjects:

(1) The unilateral right of the District to order, in writing, changes in the work within the scope of the contract;

(2) The unilateral right of the District to order, in writing, temporary stoppage of the work or delaying performance that does not alter the scope of the contract;

(3) Variations occurring between estimated quantities or work in contract and actual quantities;

(4) Defective pricing;

(5) Liquidated damages;

(6) Specified excuses for delay or nonperformance;

(7) Termination of the contract for default;

(8) Termination of the contract in whole or in part for the convenience of the District ;

(9) Suspension of work on a construction project ordered by the District ;

(10) Site conditions differing from those indicated in the contract or ordinarily encountered, except that a differing site conditions clause need not be included in a contract when:

a. The contract is negotiated;

b. The contractor provides the site or design; or

c. The parties have otherwise agreed with respect to the risk of differing site conditions.

d. Insurance.

(b) *Price adjustments.* Adjustments in price resulting from the use of contract clauses by Subsection (a) of this section shall be computed in one or more of the following ways:

(1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) By unit prices specified in the contract or subsequently agreed upon;

(3) By the costs attributable to the events or situations under such clauses with adjustments of profit or fee, all as specified in the contracts or subsequently agreed upon;

(4) In such other manner as the contracting parties may mutually agree upon;

(5) In the absence of agreement by the parties, a unilateral determination by the District of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the District , as accounted for in accordance with generally accepted cost accounting principles and subject to the provisions of Article VII of this Chapter.

(6) A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of section 16.

(c) *Standard clauses and their modification.* The ~~Purchasing Agent~~Chief Procurement Officer, after consultation with the District's Legal Counsel, may establish standard contract clauses for use in the District contracts. If the ~~Purchasing Agent~~Chief Procurement Officer establishes any standard clauses addressing the subjects set forth in Subsection (a) of this section, such clauses may be varied, provided that any variations are supported by a written determination stating the circumstances justifying such variations.

~~*(d) Advance payment clause permitted.* Advance payment may be permitted when, in consultation with the District's Legal Counsel, the Purchasing Agent authorizes a contract under Section 3 (b)4 Procurement of goods, services, or construction items under existing contract, and such prior contract relied upon contains an advance payment clause.~~

~~**22. Cooperative procurement authorized.**~~

~~The District may join, participate in, sponsor, or administer a cooperative procurement agreement for the procurement of goods, services or construction with any other federal agency, state agency, tribal entities or other public entity.~~

~~23.~~19. **Cost reimbursement provisions.**

Cost reimbursement contracts funded by federal agencies shall satisfy the requirements of 41 CFR 1-15.

~~24.~~20. **Right to inspect plant.**

The District may, at reasonable times, inspect the part of the plant, place of business or worksite of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the District.

~~25.~~21. **Right to audit records.**

(a) *Audit of cost or pricing data.* The District may, at reasonable times and places, with written notice, audit the records of any contractor who has submitted cost or pricing data pursuant to Section 16, to the extent that such records are pertinent to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required shall maintain such records that are pertinent to such cost or pricing data for six years from the date of final payment under the contract.

(b) *Contract audit.* The District shall be entitled to audit the records of a contractor or a subcontractor at any tier under negotiated contract or subcontract to the extent that such records are pertinent to the performance of such contract or subcontract. Such records shall be maintained by the contractor and subcontractor(s) for a period of six years from the date of final payment under the prime contract.

~~26.~~22. **Reporting of anticompetitive practices.**

When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the District's Legal Counsel for forwarding to the state attorney general.

~~27.~~23. **District procurement records.**

(a) *Public access to procurement information.* Procurement information shall be public record to the extent provided in the Inspection of Public Records Act.

(b) *Contract file.* All determinations and other written records pertaining to the solicitation, award or performance of a contract shall be maintained for the District in a contract file by the ~~Purchasing Agent~~Chief Procurement Officer. The documents attached to this policy are illustrative only and are subject to modification and change at the discretion of the ~~Purchasing Agent~~Chief Procurement Officer.

(c) *Retention of procurement records.* All procurement records shall be recorded and maintained in accordance with established District records retention standards. All federal contracts shall be maintained for three years after the closeout date of the contract.

ARTICLE ~~I~~VI. SPECIFICATIONS

~~28.~~24. Maximum practicable competition.

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the District's needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including, but not limited to, those prepared for the District by architects, engineers, designers and draftsmen.

~~29.~~25. Qualified products list.

The ~~Purchasing Agent~~Chief Procurement Officer may develop a qualified products list, in accordance with Article V of this Chapter. Should any product be available only from a sole source, the using department and purchasing office must review specifications at least annually and make a written determination as to the sole source status. The qualified products list status shall in no way be used to limit competition.

~~30.~~26. Brand name or equal specifications.

(a) *Use*. Brand name or equal specifications may be used when the ~~Purchasing Agent~~Chief Procurement Officer determines in writing that:

(1) No other design or performance specification or qualified products list is available;

(2) Time does not permit the preparation of another form or purchase description not including a brand name specification;

(3) The nature of the product or the nature of the District 's requirements makes use of a brand name or equal specification suitable for the procurement; or

(4) Use of a brand name or equal specifications is in the District's best interests.

(b) *Designation of several brand names.* Brand name or equal specifications shall seek to designate brands as are practicable as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.

(c) *Required characteristics*. Unless the ~~Purchasing Agent~~Chief Procurement Officer determines that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specification shall include a description of the particular design, functional or performance characteristics which are required.

(d) *Nonrestrictive use of brand name or equal specifications.* Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard quality, performance and characteristics desired and is not intended to limit or restrict competition.

(e) *Exemption*. Small purchases described in Section 11(b) are exempt from this provision.

~~31.~~27. Brand name specification.

(a) *Use.* Since use of a brand name specification is restrictive of product competition, it may be used only when the purchaser has justified and the ~~Purchasing Agent~~Chief Procurement Officer makes a written determination that only the identified brand name item will satisfy the District 's needs.

(b) *Competition*. The ~~Purchasing Agent~~Chief Procurement Officer shall seek to identify sources from which the designated brand name item can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 12.

(c) *Exemption*. Small purchases described in Section 11(b) are exempt from this provision.

~~32.~~28. Item Life-cycle specifications.

The District may use item life-cycle specifications in evaluating bids if such method is required in the IFB. Life-cycle specifications shall use criteria to take into consideration the initial purchase price, life, output, maintenance or consumption, disposal value, complexity of operation, required training and other factors contributing to the overall cost of an item.

~~33.~~29. Total cost specifications.

The District may use total cost specifications in evaluating bids if such method is required in the IFB. Total cost specifications criteria is the same as life-cycle specifications, except the disposal value has been predetermined and is included in the contract as an option. This option is to trade in at this predetermined fixed price, or sell at the District's option.

~~34.~~30. Complex specifications.

In the event a department develops a need for goods, service or construction with a complex set of specifications or scope of work and the department desires assistance to develop them, the department shall request in writing that the ~~Purchasing Agent~~Chief Procurement Officer issue a Request for Information (RFI).

(a) The user department shall provide as much information as feasible to the ~~Purchasing Agent~~Chief Procurement Officer for development of the RFI;

(b) The ~~Purchasing Agent~~Chief Procurement Officer shall prepare the RFI and process it as in Section 10;

(c) Upon receipt of the Information:

(1) If from multiple sources, the user department shall make a good faith effort to combine the various inputs into a coherent whole; or

(2) If from only one source, the department may use the document as the basis for a sole source justification.

(3) The information assembled in Subsection (c) (1) above shall be used as the basis for an IFB or RFP.

ARTICLE VII. PROCUREMENT OF CONSTRUCTION MANAGEMENT AND CONSTRUCTION SERVICES

~~35.~~31. **Selection of construction management.** The Project Manager shall have discretion to:

(a) select the appropriate method of construction management for a particular project. In determining which method to use, the Project Manager shall consider the District 's requirements, its resources, and the potential contractor's capabilities;

(b) select which method of solicitation for construction management applies for a particular project, either as a single-step or multi-step RFP as in Section 10, or as an RFQ in Section II Article III.

~~36.~~32. **Bid security.**

(a) *Requirement.* Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the using agency to exceed $250,000.00. Bid security shall be a bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the District. Such bonds on construction contracts under $250,000.00 may be required by the ~~Purchasing Agent~~Chief Procurement Officer when the circumstances warrant.

(b) *Amount.* Bid security shall be in an amount equal to at least five percent (5%) of the total amount of the bid including all options.

(c) *Rejection of bids for noncompliance with bid security requirements.* When the IFB requires security, noncompliance requires that the bid be rejected unless it is determined the bid fails to comply only in a non-substantial manner with the security requirements.

(d) *Withdrawal of bids.* If a bidder is permitted to withdraw its bid before award as provided in Article III Section 9 (g) no action shall be taken against the bidder or the bid security.

~~37.~~33. **Contract performance and payment bonds.**

(a) *When required; amounts.* When a construction contract is awarded in excess of $250,000.00, the following bonds or security shall be delivered to the District and shall become binding on the parties upon the execution of the contract:

(1) A performance bond satisfactory to the District , executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the District , in an amount equal to one hundred percent (100%) of the price specified in the contract; and

(2) A payment bond satisfactory to the District , executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the District , for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.

(b) *Authority to require additional bonds.* The District retains the authority to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in Subsection (a) of this section.

(c) *Suits on payment bonds; right to institute.* Unless otherwise authorized by law, any person who has furnished labor or material to the contractor or subcontractors, whether in an expressed or implied contract, for the work provided in the contract, for which a payment bond is furnished under this Section, and who has not been paid in full within 90 days from the date on which that person last performed the labor or supplied the material, shall have the right to sue on the payment bond for any amount unpaid at the time the suit is instituted upon giving written notice to the contractor within 90 days from the date on which that person last performed the labor or supplied the material. That person shall state in the notice the amount claimed and the name of the party to whom the material was supplied or for whom the labor was performed. The notice shall be served personally or by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts business.

(d) *Suits on payment bonds; where and when brought.* Unless otherwise authorized by law, every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction within the District's boundaries.

~~38.~~34. Copies of bond forms.

Any person may request and obtain from the District a certified copy of a bond upon payment of the cost of reproduction of the bond and postage, if any. A certified copy of a bond shall be prima facie evidence of the contents, execution and delivery of the original.

~~39.~~35. Architect-engineer and land surveying services.

(a) *Source selection.* The ~~Purchasing Agent~~Chief Procurement Officer shall publicly issue either a multi-step RFP as in section 10(a) or an RFQ as in section 10(b) of Article III for the procurement of architect- engineer and land surveying services.

(b) *Selection process.* An evaluation committee will be appointed by the Executive Directoror his designee for general District departments, requiring architect-engineer or land survey services. The committee shall select, ranked in the order of their qualifications, those firms submitting SOQs deemed to be the most highly qualified to perform the required services, after considering the following criteria:

(1) Specialized design and technical competence of the business regarding the type of services required;

(2) Capacity and capability of the person, including any consultants, their representatives, qualifications, and locations, to perform the work, including any specialized services, within the time limitations;

(3) Past record of performance on contract with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules;

(4) Proximity to or familiarity with the area in which the project is located; and

(5) Price may be considered in connection with construction management contracts.

(c) *Negotiation.* The ~~Purchasing Agent~~Chief Procurement Officer or designee shall negotiate a contract with the firm considered to be the most qualified for architect-engineer or land surveying services at compensation which the ~~Purchasing Agent~~Chief Procurement Officer or designee determines in writing to be fair and reasonable to the District . In making this decision, the ~~Purchasing Agent~~Chief Procurement Officer or designee shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the ~~Purchasing Agent~~Chief Procurement Officer or designee be unable to negotiate a contract at a fair and reasonable price with the selected firm, the selection committee shall select additional firms in order of their competence and qualifications, and the ~~Purchasing Agent~~Chief Procurement Officer or designee shall continue negotiations with the additional firms in the order of their competence and qualifications in accordance with this section until an agreement is reached.

~~40.~~36. Construction projects.

(a) Except as provided in section 40, a person selected to perform architect-engineer or land surveying services shall not be eligible for consideration for construction projects that result from the person's design or engineering services obtained separately from construction services.

(b) The successful person is not precluded from providing project management or construction management services for the design or engineering services which it has provided.

~~41.~~37. Design-build projects.

(a) A design-build project delivery system may be authorized when the ~~Purchasing Agent~~Chief Procurement Officer makes a determination in writing that it is appropriate and in the best interest of the District to use the system on a specific project. The project may be construed to mean the initial desired outcome including any specific site for construction or alternate site that may be identified after a contract has been awarded. The determination shall be issued only after the ~~Purchasing Agent~~Chief Procurement Officer has taken into consideration the following criteria, which shall be used as the minimum basis in determining when to use the design-build process:

(1) The extent to which the project requirements and possible options have been, or can be, adequately defined;

(2) Time constraints for delivery of the project;

(3) The capability and experience of potential teams with the design-build process;

(4) The suitability of the project for use of the design-build process as concerns special expertise, time, schedule, costs and/or quality; and

(5) The capability of the District to manage the project, including experienced personnel or outside consultants, and to oversee the project with persons who are familiar with the design-build process.

(b) When a determination has been made by the ~~Purchasing Agent~~Chief Procurement Officer that it is appropriate to use a design-build project delivery system, the design-build team shall include, as needed, a state licensed engineer or architect, and a contractor properly licensed in New Mexico for the type of work required.

(c) For each proposed design-build project, a two-phase procedure for awarding design-build contracts shall be adopted and shall include at a minimum the following:

(1) During phase one, an RFQ shall be prepared for an engineer or architect teamed with a New Mexico licensed contractor in accordance with section 38 and shall include minimum qualifications, a scope of work statement and schedule, documents defining the project requirements, and a description of the phase two requirements and subsequent management needed to bring the project to completion. The qualifications of responding persons shall be evaluated and a maximum of five firms shall be short listed in accordance with technical and qualifications-based criteria; and

(2) During phase two, the short-listed persons shall be invited to submit proposals which include a "rough order of magnitude estimate", concepts or solutions, and scheduling. Unsuccessful short-listed persons may be paid a stipend as described in a particular RFP. After evaluations of these submissions, selection may be made and a contract awarded to the highest ranked team for the design and construction of the project upon the site identified in the solicitation or such other site as may be identified by District after award of the contract.

(3) The requesting department will establish design-build specifications and requirements for each project that will strive for the delivery of a quality project on time and within budget.

ARTICLE VIII. SUSPENSION OR DEBARMENT

~~42.~~38. Authority to suspend or debar.

(a) *Suspension.* After consultation with the District's Legal Counsel, the ~~Purchasing Agent~~Chief Procurement Officer is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months.

(b) *Debarment.* After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the ~~Purchasing Agent~~Chief Procurement Officer, after consulting with the District's Legal Counsel, and notice to the Executive Director, is authorized to debar for cause a person from consideration for award of contracts. The debarment shall be for a period of not more than three years. The causes for debarment include the following:

(1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or the performance or such contract or subcontract;

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a District contractor;

(3) Conviction under state or federal antitrust statutes arising out of submission of bids or proposals;

(4) Violation of contract provisions within the past three years, as set forth below, of a character which is regarded by the ~~Purchasing Agent~~Chief Procurement Officer to be so serious as to justify debarment action:

a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

b. A recent record of preventable failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts.

(5) Any other cause the ~~Purchasing Agent~~Chief Procurement Officer determines to be so serious and compelling as to affect responsibility as a District contractor, including debarment by another governmental entity for any cause listed in this Article; and

(6) For violation of the ethical standards set forth in Article IX of this Chapter.

(7) Failure to disclose any of (1) through (6) above in a solicitation as may be requested.

~~43.~~39. Decision to suspend or debar.

The ~~Purchasing Agent~~Chief Procurement Officer shall issue a written decision to suspend or debar. The decision shall state the reasons for the action taken and inform the suspended or debarred person involved of his/her rights concerning judicial or administrative review.

~~44.~~40. Notice of decision.

A copy of the decision required by Section 42 shall be mailed, postage pre-paid certified mail return receipt requested or otherwise furnished immediately to the suspended or debarred person.

~~45.~~41. **Finality of decision.**

A decision under Section 42 shall be final and conclusive unless the suspended or debarred person within 15 calendar days after receipt of decision takes an appeal to the District Board.

~~46.~~42. **Appeal.**

Any appeal to the District Board of an adverse decision shall be made by filing a notice of appeal with the Executive Director's office within 15 calendar days after the decision has been delivered to the aggrieved person. The proceeding before the District Board shall be de novo. The decision by the District Board under this subsection shall be final. The District Board's decision may be appealed pursuant to Section 39-3.1.1 and NMRA 1-074 to a court of competent jurisdiction within the District's boundaries.

ARTICLE VII. PROTESTS, APPEALS AND REMEDIES

~~47.~~43. Authority to resolve protested solicitations and awards.

All bid protests and appeals shall be performed in accordance with the New Mexico State Procurement Code. Pursuant to NMSA 1978, Section 73-25-5 (G) the District has limited authority to adopt procurement policies regarding "auditing allowing or rejecting" claims and demands in the context of procurement disputes. Therefore, the following policies are adopted pursuant to, and to the extent consistent with state laws on the topic.

The ~~Purchasing Agent~~Chief Procurement Officer is responsible to address, process, and exercise the following:

(a) *Protests of bid or RFP specifications or scope of work.* Any vendor who is aggrieved in connection with the specifications or scope of work in a solicitation may protest to the ~~Purchasing Agent~~Chief Procurement Officer. The protest shall be submitted in writing no later than 7 calendar days prior to the deadline for receipt of the bid or proposal. No protest bond will apply to such protest. The ~~Purchasing Agent~~Chief Procurement Officer shall issue a determination in writing within 2 work days of receipt of such protest, and either proceed with the solicitation, modify it, or cancel it

(b) *Right to protest; protest bond.* Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the ~~Purchasing Agent~~Chief Procurement Officer. The protest shall contain all the grounds for such protest, and must be submitted in writing within 15 calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, along with a bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the District. The amount of the bond shall not exceed the estimated cost to the District of processing and defending a protest. Only one protest per person per solicitation is permitted.

(c) *Authority to resolve protests.* The ~~Purchasing Agent~~Chief Procurement Officer shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract.

(d) De*cision.* If the protest is not resolved by mutual agreement, the ~~Purchasing Agent~~Chief Procurement Officer shall promptly issue a decision in writing stating the reason for the action taken and informing the protestant of its right to appeal the decision to the District Board. A copy of the decision of the ~~Purchasing Agent~~Chief Procurement Officer shall be mailed, return receipt requested, or hand-delivered to the protestant or to the address provided in the protest.

(e) *Appeal.* Any appeal to the District Board of an adverse decision shall be made by filing with the Executive Director's office within 15 calendar days after the decision has been delivered to the aggrieved person. The proceeding before the Board shall be de novo. The Board shall decide whether the solicitation or award was in accordance with this Policy, procedures, and the terms and conditions of the solicitation.

(f) *Decisions final.* A decision of the District Board under this Section shall be final and conclusive. The aggrieved person may seek judicial review in the state First Judicial District Court within 30 days of the receipt of notice of the decision of the District Board.

(g) *Stay of procurements during protests.* In the event of a timely protest under subsection (a) of this section, the ~~Purchasing Agent~~Chief Procurement Officer shall not proceed further with the solicitation or with the award of the contract unless the ~~Purchasing Agent~~Chief Procurement Officer, after

consultation with the Executive Director, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the District.

(h) *Entitlement to costs.*

(1) When a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but was not, then the protesting bidder or offeror shall be entitled, in addition to any other relief, to the reasonable costs incurred in connection with the protest or appeal costs other than attorney's fees.

(2) Should the protest be denied, the District shall be entitled to recover reasonable costs for processing and adjudicating the protest, and for costs associated with an unreasonable delay of the contract. Recovery of these costs shall not be limited to the proceeds from the protest bond. Excess bond proceeds shall be returned to the person.

~~48.~~44. Contract Claims.

Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation or other cause for contract modification or rescission. Within15 calendar days of the time the contractor knows or should have known of the facts and circumstances giving rise to a claim the following procedure shall apply:

(a) *Notice of claim to the ~~Purchasing Agent~~Chief Procurement Officer*. All claims by a contractor against the District relating to a contract except bid protests shall be submitted in writing to the ~~Purchasing Agent~~Chief Procurement Officer for decision. The contractor may request a conference with the ~~Purchasing Agent~~Chief Procurement Officer on the claim.

(b) *Notice to the contractor of the ~~Purchasing Agent~~Chief Procurement Officer's decision.* The decision of the ~~Purchasing Agent~~Chief Procurement Officer shall be issued in writing within 15 calendar days of claim notice and immediately mailed, or otherwise furnished, to the contractor. The decision shall state reasons for the decision reached, and shall inform the contractor of its appeal rights under subsection (d) of this section.

(c) *Failure to render timely decision*. If the ~~Purchasing Agent~~Chief Procurement Officer does not issue a written decision regarding any contract controversy within 15 days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

(d) *Appeal*. Any appeal to the District Board of an adverse decision shall be made by filing with the Executive Directors office within 15 calendar days after the decision has been received by the aggrieved person. The proceeding before the District Board shall be de novo.

(e) *Decisions by Board final; exception.* A decision of the District Board under this section shall be final and conclusive unless a protestant seeks judicial review in the state First Judicial District Court within 30 days of the receipt of notice of the decision of the District Board.

~~49.~~45. Remedies for solicitations or awards in violation of law.

(a) *Prior to bid opening or closing date for receipt of proposals.* If, prior to the bid opening or the closing date for receipt of proposals, the ~~Purchasing Agent~~Chief Procurement Officer, after consultation with the District Attorney, determines that a solicitation is in violation of applicable law or regulation then the solicitation shall be canceled by the ~~Purchasing Agent~~Chief Procurement Officer or revised to comply with applicable law.

(b) *Prior to award.* If, after bid opening or the closing date for receipt of proposals, the ~~Purchasing Agent~~Chief Procurement Officer, after consultation with the District Legal Counsel, determines that a solicitation or a proposed award of a contract is in violation of applicable law then the solicitation or proposed award shall be canceled by the ~~Purchasing Agent~~Chief Procurement Officer.

(c) *After award.* If, after an award, the ~~Purchasing Agent~~Chief Procurement Officer, after consultation with the District Legal Counsel, determines that a solicitation or award of a contract was in violation of applicable law, then:

If neither the purchaser nor the person awarded the contract has acted fraudulently or in bad faith:

a. The contract or invoice may be ratified and affirmed or approved for payment by the Board for any amount or the Executive Director, as applicable, for amounts under $100,000.00, provided that it is determined that doing so is in the best interests of the District ; or

b. The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or

If either the purchaser or the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void by the ~~Purchasing Agent~~Chief Procurement Officer, if such action is in the best interests of the District.

~~50.~~46. Procurement violations.

Unauthorized Purchases. Any Purchase which is not legally and appropriately approved within the budget or by other NCRTD action, or which does not substantially comply with the provisions of this policy shall be considered an unauthorized purchase, and thereby not subject to payment by the District. The District hereby declares and establishes that it will assume no responsibility for payment of unauthorized purchases. Furthermore, any individual initiating or otherwise executing any unauthorized purchase is solely responsible for payment and may be subject to disciplinary action up to and including dismissal. All authorized purchases shall be legally budgeted or approved within an appropriate fund or agency account, or within an appropriate line item as approved by the Executive Director. All questionable purchases shall be submitted to the Executive Director for review and a determination shall be made by the Executive Director regarding the purchase being an authorized or unauthorized purchase under the provisions of this policy.

ARTICLE VIII. ETHICS IN PUBLIC CONTRACTING

~~51.~~47. Employee conflict of interest.

(a) Unless waived under Section 54, it shall be unethical and unlawful for any District employee to participate directly or indirectly in any procurement when the District employee knows that:

(1) The District employee or any member of the District employee's immediate family has a financial interest pertaining to the procurement; or

(2) Any other person with whom the District employee or any member of a District employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

(b) A District employee or any member of a District employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial trust.

~~52.~~48. Gratuities and kickbacks.

(a) It shall be unlawful for any person to offer, give or agree to give any District employee or former District employee, or for any District employee or former District employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with:

(1) any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase requisition;

(2) influencing or developing the content or any specifications or procurement standard, except as a result of a published Request for Information;

(3) assisting in rendering of advice, investigation, auditing or in any other advisory capacity in proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof; or

(4) accepting any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

(b) *Contract and solicitation clause.* The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation.

~~53.~~49. Prohibition against contingent fees.

It shall be unethical and unlawful for a person to be retained, or to retain a person, to solicit or secure a District contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

~~54.~~50. Contemporaneous employment.

It shall be unethical and unlawful for any District employee who is participating directly or indirectly in the procurement process to become or to be, while a District employee, the employee of any person contracting with the governmental body by which the employee is employed.

~~55.~~51. Waivers from contemporaneous employment prohibition and other conflicts of interest.

The District Board may grant a waiver from the employee conflict of interest provision (Section 50) or the contemporaneous employment provision (Section 53) upon making a written determination that:

(1) The contemporaneous employment or financial interest of the District employee has been publicly disclosed prior to solicitation;

(2) The District employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and

(3) The award will be in the best interests of the District.

~~56.~~52. Use of confidential information.

It shall be unethical and unlawful for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

~~57.~~53. Sanctions.

In addition to any civil or criminal penalties or fines imposed by federal or state law, the following shall apply:

(a) *Employees.* The Executive Director may impose any one or more of the following sanctions on a District employee for violation of the ethical standards set forth in this division:

(1) Oral or written warning or reprimands;

(2) with or without pay for specified periods of time; or

(3) Termination of employment.

(b) *Other Persons.* The ~~Purchasing Agent~~Chief Procurement Officer may impose any one or more of the following sanctions on a person for violations of the ethical standards:

(1) Written warnings or reprimands;

(2) Termination of contracts; or

(3) Suspension or debarment as provided in Section 41.

~~58.~~54. Recovery of value transferred or received in violation of the Code.

(a) *Generally*. The District may use any and all legal and equitable remedies to recover the value of anything transferred or received in breach of the ethical standards of this Policy by a District employee or other person.

(b) *Recovery of kickbacks by the District.* Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount was included in the price of the subcontract or order and ultimately borne by the District and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ARTICLE XI. - FEDERALLY FUNDED PROCUREMENT

59. Contractor records.

If a district contract is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions requiring the contractor and subcontractors at any tier to:

(1) Maintain for three years from the date of final payment under the contract all books, documents, papers, and records pertinent to the contract; and

(2) Provide to the district, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purposes of examining, auditing, and copying them.

60. Patents.

If a district contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, the contract shall include provisions:

(1) Giving notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of and rights to any discovery or invention arising out of the contract; and

(2) Requiring a contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

61. Copyrights and rights in data.

If a district contract is being funded in whole or in part by assistance from a federal agency, the contract shall include a provision giving the contractor notice of the applicable regulations concerning the rights of the United States to any plans, drawings, specifications, computer programs, technical reports, operating manuals, and similar work products developed and paid for under the contract.

62. Notice of federal public policy requirements.

If the district contract is being funded in whole or in part by assistance from a federal agency, and the contract is subject to one or more federal public policy requirements, such as: (i) equal employment opportunity; (ii) fair labor standards; (iii) energy conservation; (iv) environmental protection; or (v) other similar socioeconomic programs, the ~~purchasing agent~~Chief Procurement Officer shall include contract provisions giving the contractor notice of these requirements and, where appropriate, including in those contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

63. Buy American requirements.

If a district contract is being funded in whole or in part by assistance from a federal agency, the district shall adhere to the appropriate buy American requirements of the federal agency providing the assistance.

64. Energy conservation.

If a district contract is being funded in whole or in part by assistance from a federal agency, the district's solicitation shall seek to promote energy conservation and shall comply with any mandatory standards and policies which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

Small, women-owned and minority business enterprises.

(a) Expand participation. If a district contract is being funded in whole or in part by assistance from a federal agency, the ~~purchasing agent~~Chief Procurement Officer shall take affirmative steps to ensure that small, women-owned, and minority businesses are utilized when possible as sources of supplies, services, and construction items.

(b) Examples of affirmative steps. Affirmative steps to be taken shall include the following:

(1) Including qualified small, women-owned, and minority businesses on solicitation lists;

(2) Ensuring that small, women-owned, and minority businesses are solicited whenever they are potential sources;

(3) When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, women-owned, and minority business participation;

(4) Where the requirement permits, establishing delivery schedules which will encourage participation by small, women-owned, and minority business; and

(5) Using the services and assistance of the small business administration or the office of minority business enterprise of the department of commerce, as required.

(c) Pass-through to subcontracts. A contractor awarded a federally funded contract shall take the affirmative steps, as linked in subsection (b) of this section, in awarding its subcontracts.

65. Labor surplus area businesses.

If a district contract is being funded in whole or in part by assistance from a federal agency, the ~~purchasing agent~~Chief Procurement Officer is encouraged to procure supplies, services, and construction items from businesses located in labor surplus areas.

66. Architectural and engineering services

(a) If a district contract is being funded in whole or in part by assistance from a federal agency, the district shall use qualifications-based competitive proposal procedures when contracting for Architectural and engineering services as defined in 40 U.S.C. §541 et seq. and 49 U.S.C. §5325(d). Services subject to this requirement include but are not necessarily limited to program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

(b) Qualifications-based competitive proposal procedures require that:

(1) An offeror's qualifications be evaluated;

(2) Price be excluded as an evaluation factor;

(3) Negotiations be conducted with only the most qualified offeror; and

(4) Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the district.

(c) These qualifications-based competitive proposal procedures will be used for the procurement of the services listed above. This method of procurement will not be used to obtain other types of services even though a firm that provides architectural and engineering services is also a potential source to perform other types of services.

(d) The district will use article III, source selection and contract information, division 1, professional and technical services procurement to procure architectural and engineering services in accordance with the district's procurement code as amended.

~~Section 2~~

67. Federal Transit Administration Best Practices ~~Procurement Manual~~

FTA Best Practices Procurement & Lessons Learned Manual was updated in October of 2016 as FTA Circular 44201 F which can be found at

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA%20Best%20Practices%20Procurement%20and%20Lessons%20Learned%20Manual%202016.pdf

With regards to the following types of purchases using federal money the District shall endeavor to engage in best practices using the most current guidance of the Federal Transit Administration.

- *Micro-Purchases,*
- *Small Purchases,*
- *Large Purchases,*
- *Sole Source Purchases, and*
- *Single-Bid Purchases*

The FTA compliant best practices do not apply to:

- Employment Contracts,
- Real Estate Contracts, and
- Intergovernmental Agreements.

68.~~1. Policies & Procedures for FTA Related Procurement~~Relationship to FTA Master Agreement.

These polices have ~~is document has~~ been prepared in accordance with the Federal Transit Administration's (FTA) procurement policies. Please reference the FTA's Master Agreement for changes, assistance, and clarification. The Master Agreement contains standard terms and conditions governing the administration of a Project supported with Federal assistance awarded by the Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Recipient, or supported through a loan, loan guarantee, or line of credit provided by FTA. Also, please refer to The FTA's Best Practices Procurement Manual for procurement assistance, contract clauses and provisions.

~~2~~69. Written Record of Procurement History.

The NCRTD Purchasing Office shall maintain records detailing the history of each FTA associated procurement. These records shall be placed in the master file and include:

- The rationale for the method of procurement (See Exhibit C - Decision Matrix);
- Selection of contract type;
- Reasons for contractor selection or rejection; and
- The basis for the contract price.

3. Procurement documentation files.

Where appropriate, the file contains:

- Purchase request, acquisition planning information, and other pre-solicitation documents
- Evidence of availability of funds
- Rationale for the method of procurement (negotiations, formal advertising)
- List of sources solicited
- Independent cost estimate
- Description of work/scope of services
- Copies of published notices of proposed contract action
- Copy of the solicitation, all addenda, and all amendments
- Liquidated damages determination
- An abstract of each offer or quote
- Contractor's contingent fee representation and other certifications and representations
- Source selection documentation if applicable
- Contracting Officer's determination of contractor responsiveness and responsibility
- Cost or pricing data
- Determination that price is fair and reasonable including an analysis of the cost and price data, required internal approvals for award
- Purchase Requisition indicating availability of funding
- Notice of award
- Notice to unsuccessful bidders or offerors and record of any debriefing,
- Record of any protest
- Bid, Performance, Payment, or other bond documents, and notices to sureties
- Required insurance documents, and
- Notice to proceed

4. Contract Administration File.

- Where appropriate, the file contains:
- Purchasing Department Tracking Sheet
- Executed contract and notice of award
- Bond-related documents
- Insurance documentation
- Post-award correspondence
- Notice to proceed
- Approvals or disapprovals of waivers and deviations
- Modifications and changes in the terms or conditions of the contract, including a rationale for the change, determinations regarding their scope, and cost/price analysis of any price increases or decreases.

In order to ensure a sound and complete agreement, the ~~Purchasing Agent~~Chief Procurement Officer will ensure the Contract/Purchase Order File Index is accurate, complete, and included in the master file. (Exhibit A)

5. Awards to Responsible Contractors.

The District shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The debarred and suspended list will also be checked.

Departments must submit the attached Responsibility Determination Form to the ~~Purchasing Agent~~Chief Procurement Officer prior to the issuance of an award. (Exhibit B)

6. Methods of solicitation and selection.

The methods of solicitation and selection allowed within the Federal contractual sphere1 are listed in ~~§ 9 of FTA Circular 4420.1E~~ FTA Circular 44201 F (2016) which can be found at

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA%20Best%20Practices%20Procurement%20and%20Lessons%20Learned%20Manual%202016.pdf

. You may choose:

- micro purchases only for contract amounts less than $1,000;
- small purchase procedures only for contract amounts less than the simplified acquisition threshold (currently $10,000);
- sealed bids where:
    - you have a complete, adequate, and realistic specification or purchase description
    - two or more responsible bidders are willing and able to compete
    - the procurement lends itself to a firm fixed price contract and the selection can be made primarily on the basis of price
    - no discussion with bidders is needed after receipt of offers;
    - competitive proposals; or
    - noncompetitive proposals (sole source) procurement only if you can justify not soliciting additional competition in the manner explicitly defined in FTA Circular 4420.1E §9f.
- best value for contracts which indicate that the best value or the proposal which offers the greatest business value based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposals represents the “best value” to the District’s procurement.

1 - See Section Best Practices Procurement Manual § 1.3.2, "Federal Contractual Sphere."

2 - FTA Circular 4220.1E §9, 49 CFR

3 - Geographic preference is permitted in certain narrow situations, including principally where part of a legal licensing requirement and for architects and engineers; FTA Circular 4220.1E, §8.b.

4 - While the IFB requirements of § 9.c.(2) are good practices for both IFBs and RFPs, the evaluation criteria requirement of § 9.d.(1) is relevant only to RFPs and is discussed in Section 4.5.1, "Solicitation & Receipt of Proposals."

Departments must submit the attached Method of Procurement Decision Matrix Form to the ~~Purchasing Agent~~Chief Procurement Officer to begin new procurement actions. The Decision Matrix will be placed in the master file. (Exhibit C)

7. Micro-Purchases.

Procurement by micro-purchases are those purchases under $1,000.00. Purchases below that threshold may be made without obtaining competitive quotations if the grantee determines that the price is fair and reasonable. Such purchases are exempt from Buy America requirements. There should be equitable distribution among qualified suppliers, and no splitting of procurements to avoid competition. The Davis-Bacon Act applies to construction contracts over $2,000.

Minimum documentation required: A determination that the price is fair and reasonable and how this determination was derived must be submitted to the ~~Purchasing Agent~~Chief Procurement Officer prior to the issuance of an award. This determination shall be placed in the master file. Please use the Price and Cost Analysis Form (Exhibit G).

8. Small Purchases.

Small purchase procedures are to be used if the services, supplies, or other property cost between $1,000 and $10,000. If small purchases procedures are used, price or rate quotations shall be obtained from at least three qualified sources and submitted to the ~~Purchasing Agent~~Chief Procurement Officer prior to the issuance of an award. These price or rate quotations shall be placed in the master file. Please use the Price / Rate Quotation Form (Exhibit M).

9. Sealed Bids/Invitation for Bid (IFB)

Competitive proposals and sealed bid transactions will be conducted in a manner to provide maximum open and free competition consistent with FTA Circular 4220.1F "Third Party Contracting Guidance," and Department of Transportation 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments,"

(http://www.access.gpo.gov/nara/cfr/waisidx_00/49cfr18_00.html.)

Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

Note: Sealed bids are evaluated by the procuring department for compliance with bid specifications, responsible and responsive bidders, verification of pricing, fund availability, etc. The procuring department transmits an award recommendation to the Purchasing Department, which conditionally awards a contract.

In order for sealed bidding to be feasible, the following conditions should be present:

a. A complete, adequate, and realistic specification or purchase description is available;
b. Two or more responsible bidders are willing and able to compete effectively for the business;
c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
d. No discussion with bidders is needed.
e. If this procurement method is used, the following requirements apply:
f. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to prepare bids prior to the date set for opening the bids;
g. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services sought in order for the bidder to properly respond;
h. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
i. The Bid Summary Sheet, Bid Checklist, and Bid Cost Factors Forms (Exhibits K, D & E) will be completed by the procuring department and forwarded to the Purchasing Department for review - to be placed in the master file;
j. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest;

Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

The ~~Purchasing Agent~~Chief Procurement Officer may reject any or all bids, or the procuring department requesting the procurement action, if there is a sound documented business reason. The ~~Purchasing Agent~~Chief Procurement Officer or procuring department rejecting lower bids than the bid being accepted for award must provide a detailed written Determination of Findings outlining the reasons for rejection to the Purchasing Department for inclusion in the master file.

The sealed bid method is the preferred method for procuring construction if the conditions in paragraph (1) above apply.

In determining which proposals is most advantageous, grantees may award (if consistent with State law) to the proposer whose proposals offer the greatest business value to the Agency based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposal represents the "best value" to the Procuring Agency as defined in Section 6, Definitions. If the grantee elects to use the best value selection method as the basis for award, however, the solicitation must contain language which establishes that an award will be made on a "best value" basis.

10. Competitive Proposal/Request for Proposals (RFP).

The competitive proposal method of procurement is normally conducted with more than one source submitting an offer or proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids (i.e. when descriptions of experience, education, expertise, availability of services, etc, are necessary for evaluation). If this procurement method is used the following requirements apply:

(1) Requests for proposals will be publicized.
(2) All evaluation factors will be identified and included along with their relative importance in the RFP. If scores are based on a uniform scale (i.e. 1-10, or 1-100), it is best to define in advance levels of

compliance, skills, or proximity to the ideal that each step of the scale represents. (i.e. a bachelor's degree is worth 25 points, a master's degree is worth 50 points, and a doctorate is worth 100 points)

(3) Proposals will be solicited from an adequate number of qualified sources.

(4) Departments must have a written method in place for conducting technical evaluations of the proposals received and for selecting awardees. This documentation must be submitted to the ~~Purchasing Agent~~Chief Procurement Officer for approval and inclusion in the master file.

(5) Awards will be made to the responsible firm whose proposal is most advantageous to the grantee's program with price and other factors considered. Other factors may include labor rates, specifications, labor hours, and delivery schedule. Documentation of the award justification should clearly identify key determination factors. Please use the Award Justification Form (Exhibit L)

11. Architectural and Engineering Services (A&E).

The District shall use competitive proposal procedures based on the Brooks Act, paragraph 9-5e, when contracting for A&E services as defined in 40 U.S.C. §541 and 40 U.S.C. §5325(d).. The Brooks Act is federal policy relating to the selection of firms individuals to perform architectural, engineering, and related services. Other types of services considered A&E services include program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, and services which require performance by a registered or licensed architect or engineer.

The Brooks Act requires that:

(1) An offeror's qualifications are evaluated;

(2) Price must be excluded as an evaluation factor;

(3) Negotiations be conducted with only the most qualified offeror; and

(4) Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee. This "qualifications based procurement method" can only be used for the procurement of A&E services. This method of procurement cannot be used to obtain other types of services even though a firm that provides A&E services is also a potential source to perform other types of services.

National Intelligent Transportation Systems Architecture and Standards. When requesting services for transportation system architecture, the District must ensure all offerors/bidders agree to conform, to the extent applicable, to the Intelligent Transportation System Architecture and Standards under the FHWA final rule, and with FTA Notice, "FTA National (ITS) Architecture Policy on Transit Projects and other subsequent Federal directives that may be issued.

12. Noncompetitive Proposals (Sole Source).

Sole Source procurements are accomplished through solicitation or acceptance of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with this subparagraph.

(1) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

(a) The item is available only from a single source;

(b) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(c) FTA authorizes noncompetitive negotiations;

(d) After solicitation of a number of sources, competition determined inadequate; or
(e) The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. The grantee must first certify in writing to FTA: (i) that such manufacturer or supplier is the only source for such item; and (ii) that the price of such item is no higher than the price paid for such item by like customers.

(2) A cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

13. Best Value.

Best Value is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and /or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to the District.

14. The Traditional Construction Process - Design/Bid/Build.

It has been traditional in the construction industry to employ an architect/engineer (A/E) to complete a detailed design of the entire project before soliciting bids from construction contractors. This traditional approach is known as sequential design and construction. This sequential design/construction approach requires that a detailed design package of the entire project be complete before bids are solicited from construction contractors. Following award of the construction contract, the A/E is often retained by the owner for the construction phase, and acts as the owner's agent, to inspect the construction work to ensure that the structures are built according to the designs and specifications.

Advantages - A major advantage of the sequential design and construction approach is that complex or one- of- a- kind projects can be thoroughly planned and thought through before construction begins. The traditional approach thus produces, in the design phase of the project, the most accurate estimate of final project costs, and this is an advantage of the traditional technique. If problems are encountered with design aspects for the latter stages of the project, the earlier design features or phases can be modified before any construction work has been done, thus avoiding construction contractor claims and delays. Another advantage is that the Agency is given a fixed price for completion of the entire project before construction begins. There may also be advantages in obtaining the necessary financing and project approvals. Overall management of the project should also be simplified by this approach.

Disadvantages - Sequential design and construction requires a longer time to complete the project than phased design and construction ("fast tracking"). And since time pressures are often the most intense issues confronting the Agency, the sequential method may not be feasible. Alternative contracting approaches have arisen to shorten the project completion time. These include phased design and construction ("fast tracking"), which often involves the use of a construction manager, and turnkey (design-build) contracting.

The Noncompetitive Procurement Justification Form and the Sole Source Cost Analysis Form (Exhibit J) must be completed submitted to the ~~Purchasing Agent~~Chief Procurement Officer prior to proceeding with this type of procurement.

15. Protest Procedures.

(1) The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protestor must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable, any information received under such procedures shall be disclosed to the Federal Transit Authority ("FTA") and a protestor must exhaust all administrative remedies before pursuing a protest with the FTA.
(2) The term "contractor" means any person, firm, or corporation, which has contracted or seeks to contract (bidder or proposer) with the NCRTD.
(3) The term "hearing officer" shall mean a person, appointed by the Executive Director, to hear and decide allegations made by any contractor relating to procurements hereunder.

16. Hearing Procedure.

(1) Any contractor may file a written protest of the procurement procedures involved herein, with the District's ~~Purchasing Agent~~Chief Procurement Officer, within ten (10) days of the date of the District's Decision regarding a selection of a contractor with respect to a Bid/RFP/RFQ.
(2) A hearing shall be conducted in accordance with C.G.S. Section 4-176e through 4-18a, as amended, which are incorporated herein. The hearing officer shall issue a written decision within ninety (90) days of the last date of such hearing and state in the decision the reasons for the action taken.
(3) Where applicable, review of protests by FTA will be limited to the District's failure to have or follow its procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation.

Include the language contained in Appendix 1 in all Bids/RFP/RFQ.

17. Costing and Pricing.

Ensuring Most Efficient and Economic Purchase

Departments, during their annual budget process, should determine the procurement actions necessary to sustain their operations through the fiscal year. A list of these procurement actions should be forwarded to the ~~Purchasing Agent~~Chief Procurement Officer annually.

Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase and to avoid purchase of unnecessary or duplicative items. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. The District considers various procurement sources to ensure economical purchases including, but not limited to GSA, State of New Mexico, and municipal cooperatives.

18. Independent Cost Estimates.

Departments must perform a cost or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation (FTA Circular 4420.1E Sec.10). Departments must make independent estimates before receiving bids or proposals. These estimates may be obtained from published competitive prices, results of competitive procurements, historical prices and trends, or by Purchasing Department estimates or outside estimators.

The Price and Cost Analysis Form must be submitted to the ~~Purchasing Agent~~Chief Procurement Officer prior to issuing any solicitation. See Exhibit G.

(1) Cost Analysis
   (a) A cost analysis must be performed when the offeror is required to submit the elements (i.e., Labor Hours, Overhead, Materials, etc.) of the estimated cost, e.g., under professional consulting and architectural and engineering services contracts.
   (b) A cost analysis will be necessary when adequate price competition is lacking and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.
(2) Price Analysis
   (a) A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price.
(3) Profit
   (a) Departments will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.
   (b) To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

19. Federal Cost Principles.

Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles. The ~~Purchasing Agent~~Chief Procurement Officer may reference their own cost principles that comply with applicable Federal cost principles.

20. Cost Plus Percentage of Cost Prohibited.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Full and Open Competition

The principle of full and open competition has one primary and two secondary purposes. The primary purpose is to obtain the best quality and service at minimum cost. In other words, to get the best buy. The secondary purposes are to guard against favoritism and profiteering at public expense and to provide equal opportunities to participate in public business to every potential offeror.

Departments must conduct all procurement in a manner providing full and open competition. This policy assures that all responsible bidders are permitted to compete for the procurement. In the case of sole or single source procurement, justification for use of the source must be documented on the Noncompetitive Procurement Justification Form (Exhibit F). Also see Sole Source Contracting Section.

Contracts with a value of more than $100,000 shall be awarded by sealed bid or by the competitive and noncompetitive proposal process unless there is an explicit exception. Departments must refrain from the following practices, which are deemed restrictive of competition:

a. Unreasonable requirements placed on firms in order for them to qualify to do business;

b. Unnecessary experience and excessive bonding requirements;
c. Noncompetitive pricing practices between firms or between affiliated companies;
d. Noncompetitive awards to any person or firm on retainer contracts;
e. Organizational conflicts of interest;
f. Restrictive use of brand names;
g. Any arbitrary action in the procurement process; and
h. Geographic preferences.

All departments must submit all required forms to the ~~Purchasing Agent~~Chief Procurement Officer prior to issuance of an award letter.

21. Bonding Requirements.

For those construction or facility improvement contracts or subcontracts exceeding $100,000, FTA may accept the bonding policy and requirements of the grantee, provided FTA determined that the policy and requirements adequately protect the Federal interest. FTA has determined that grantee policies and requirements that meet the following minimum criteria adequately protect the Federal interest. Please refer to the FTA Bonding Requirements paragraph 11, as cited below.

(1) A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified;
(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; and
(3) A payment bond on the part of the contractor. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts determined to adequately protect the federal interest are as follows:

(a) Fifty percent of the contract price if the contract price is not more than $1 million;
(b) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or
(c) Two and a half million dollars if the contract price is more than $5 million.

(4) A Grantee may seek FTA approval of its bonding policy and requirements if they do not comply with these criteria.

22. Brand Name or Equals.

Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features unduly restricting competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used.

Departments shall use a "brand name or equal" description only when it cannot provide an adequate specification or more detailed description, without performing an inspection and analysis, in time for the

acquisition under consideration. Further, a department wishing to use "brand name or equal" must carefully identify its minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product in the solicitation.

23. Conflicts of Interest.

Employees, officers, board members, or agents of the NCRTD are prohibited from participating in the selection, award, or administration of contracts or sub-agreements supported by federal funds if a real or apparent conflict of interest exists (See Exhibit H – Disclosure Statement) .

The following language must be included in all RFPs for design and evaluation services covered under this section. This statement prohibits contractors from bidding on follow-up (add on) construction work resulting from the design.

“In order to prevent real or apparent conflicts of interest, the District prohibits contractors that have participated in FTA-funded design or evaluation services from bidding on any resulting construction work, services, or capital equipment purchases. All specifications prepared by design consultants must be written in such a manner that any reasonable, competent contractor could understand the requirement and perform the work”

24. Geographic Preferences.

Departments shall conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

25. Written Selection Procedures.

To ensure all procurements are awarded in a fair and equitable manner, all solicitations shall:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.
(2) Identify all requirements that offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Evaluators and reviewers must follow the established criteria when rating the proposals.

26. Prequalification of Bidders.

The procuring department shall ensure that all lists of prequalified persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum full and open competition. In addition, the District shall not preclude potential bidders from qualifying during the solicitation period, which is from issuance of the solicitation to its closing date.

27. Advertising and Publicizing Solicitation.

IFBs and RFPs must be publicly advertised and publicized (respectively) at least fourteen (14) days prior to the solicitation's due date. A longer time period is suggested for larger, more complex procurements. Outreach efforts must be made using diverse resources such as the Internet and mailing lists coupled with widely circulated publications.

IFBs must be issued with sufficient time to prepare bids prior to the date set for opening the bids. Further, the invitation for bids will include any specifications and pertinent attachments and shall properly define the items or services sought in order for the bidder to properly respond. RFPs must identify all evaluation factors along with their relative importance. The ~~Purchasing Agent~~Chief Procurement Officer shall place copies of all advertising and publicized solicitation material in the related master file.

28. Pre-Bid and Pre-Proposal Conferences.

Pre-bid and pre-proposal conferences are generally used in complex acquisitions as a means of briefing prospective offerors and explaining complicated specifications and requirements to them as early as possible after the solicitation has been issued and before offers are received. This is also an open forum for potential respondents to address ambiguities in the solicitation documents that may require clarification. Notice of the conference is included in the solicitation at the time of issuance.

29. Evaluations of Bid Alternates.

When bid alternates are included in a bid or proposal document, these alternates must be evaluated as part of the overall bid. This evaluation must be in a written narrative detailing the contract award and takes the alternate into account in reaching a procurement decision. This evaluation must be submitted to the Purchasing Department prior to proceeding with the procurement.

30. Exercise of Bid Alternates.

Bid Alternates may not be exercised unless it is in accordance with the terms and conditions stated in the initial contract. In addition, the requesting department must have made a determination that the alternate price is better than the market price or that the option price is more advantageous. Full written documentation supporting this determination must be submitted to the Purchasing Department.

31. Types of Contracts

General

All FTA related procurements must use the Contract/Purchase Order File Index Forms as provided in the appendix. These checklists will be used by the ~~Purchasing Agent~~Chief Procurement Officer to ensure contract clauses and federal flow down language are included in each contract as required.

Fixed Price v. Cost Reimbursement

Procurement by the Sealed Bid/Invitation for Bids (IFB) method when certain conditions are present. Among those listed is the condition that:

(1) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) Paragraph 9.d of FTA Circular 4420.1E authorizes procurement by the Competitive Proposal/Request for Proposals (RFP) method and either a fixed price or cost reimbursement type contract may be awarded.
(3) Paragraph 7.i of FTA Circular 4420.1E requires that departments must document their reasons for selecting the contract type as a part of the written record of procurement history.
(4) Paragraph 10.e of FTA Circular 4420.1E prohibits the cost plus a percentage of cost method of contracting.

There are two broad categories of contract types: fixed-price contracts and cost-reimbursement contracts. Within these two families of contract types there are a number of subtypes offering differing degrees of incentives. At the extremes are the firm-fixed-price contract, in which the contractor has complete responsibility for the costs of performance and the resulting profit or loss, and the cost-plus-fixed-fee contract, in which the contractor has virtually no risk for performance costs and the fee (profit) is fixed. Between these two extremes are the various incentive-type contracts where the degree of cost risk and profit incentive can be tailored to meet almost any specific program situation.

Fixed-price contracts

These contracts are appropriate for acquiring commercial items, or for supplies or services which can be clearly defined with either performance/functional specifications or design specifications, and where performance uncertainties do not impose unreasonably high risks upon the contractor.

Cost-reimbursement contracts

These contracts are one in which the District does not contract for the performance of a specified amount of work for a predetermined price, but agrees instead to pay the contractor's reasonable, allocable and allowable costs of performance regardless of whether the work is completed. The District/Department assumes a high risk of incurring cost overruns, while the contractor has almost no risk of financial losses. Cost-type contracts are suitable when (a) you are unable to accurately describe the work to be done, or (b) there is an inability to accurately estimate the costs of performance. If either of these conditions is present, the cost-reimbursement contract is the proper type of contract. Cost-type contracts are ideally suited to complex requirements because the parties can devote their attention to accomplishing the work rather than on the claims process, which will be significant on larger, complex projects.

Time and Materials Contracts

Departments will use time and materials contracts only:

(1) After a determination that no other type of contract is suitable;

(2) The contract specifies a ceiling price, and the contractor shall not exceed that price except at its own risk; and

(3) The Method of Procurement Decision Matrix Form (Exhibit C) must be submitted to the ~~Purchasing Agent~~Chief Procurement Officer and included with the file for this type of contract.

Labor / Hour Contracts

Labor / hour contracts are a variation of the time and materials contract, differing only in that materials are not supplied by the contractor. You should use this type of contract only when no other would be suitable, and you need to document your determination if you choose to use this type of contract.

Cost Plus Percentage of Cost Contracts (CPPC)

The FTA Circular 4420.1E clearly prohibits the use of this contracting method.

Out of Scope Changes

An "out of scope change" is a contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement. Please use the sole source policies for this type of action. FTA Circular 4220.1E, paragraph 9(f).

Contract Term Limitation

The District shall not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options. All other types of contracts (supply, service, leases of real property, revenue and construction, etc.) will be based on sound business judgment. Length of contracts shall be for not more than the amount of time required to accomplish the purpose of the contract, and will also include consideration for competition, pricing, fairness, and public perception. Once a contract has been awarded, an extension of the contract term length that amounts to an out of scope change, will require a sole source justification.

Revenue Contract

Revenue contracts are those third party contracts whose primary purpose is to either generate revenues in connection with a transit related activity, or to create business opportunities utilizing an FTA funded asset. FTA requires these contracts to be awarded utilizing competitive selection procedures and principles. The extent of and type of competition required is within the discretionary judgment of the District.

Tag-ons

The use of tag-ons, or the addition of work including supplies, equipment or services, that is beyond the scope of the original contract that amounts to a cardinal change as generally interpreted in Federal practice by the various Boards of Contract Appeals, is prohibited and applies to the original buyer as well as to others. In scope "tag-on" changes are not considered tag-ons.

Piggybacking

Piggybacking is an assignment of existing contract rights to purchase supplies, equipment or services. Piggybacking is permissible when the solicitation document and resultant contract contain an assign ability clause that provides for the assignment of all or a portion of the specified deliverables as originally advertised, completed, evaluated, and awarded. If the supplies were solicited, competed and awarded through the use of an indefinite-delivery-indefinite-quantity (IDIQ) contract, then both the solicitation and contract award must contain both a minimum and a maximum quantity that represents the reasonably foreseeable needs of the party(s) to the solicitation and contract. If the District and another party jointly solicit and award an IDIQ contract, then there must be a total minimum and maximum.

E-Commerce

E-Commerce is an allowable means to conduct procurements. If an E-Commerce solicitation will be utilized, full and open competition must be addressed in compliance with the Federal Circular 4200.1E. A

written procedure will be required prior to use of E-Commerce. Please call the Purchasing Office prior to use of this alternative.

32. Payments.

Advance Payments

FTA does not authorize, and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from FTA.

Progress Payments

Grantees may use progress payments provided the following requirements are followed:

(1) Progress payments are only made to the contractor for costs incurred in the performance of the contract.
(2) The grantee must obtain adequate security for progress payments adequate security may include taking title, letter of credit or equivalent means to protect the grantee's interest in the progress payment.

33. Contract Provisions.

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate. (All contracts in excess of the small purchase threshold.)
(2) Termination for cause and for convenience by the District or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000.)

Liquidated Damages Provisions

The District may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project involved) from late completion and the extent or amount of such damages would be difficult or impossible to determine. In order to obtain liquidated damages, the District must suffer an actual loss. The amount of liquidated damages must be reasonable in light of the loss suffered. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and the rate must be specified in the third party contract. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.

Architectural and Engineering Services Conflicts of Interest

The following language must be included in all RFPs for design and evaluation services covered under this section. This statement prohibits contractors from bidding on follow-up (add on) construction work resulting from the design.

"In order to prevent real or apparent conflicts of interest, the District prohibits contractors that have participated in FTA-funded design or evaluation services from bidding on any resulting construction work, services, or capital equipment purchases. All specifications prepared by design consultants must be

written in such a manner that any reasonable, competent contractor could understand the requirement and perform the work."

34. Flow down of FTA Clauses.

Please see the attached FTA Contract Clauses as a guide to ensure the proper clauses are included in the procurement process. These clauses are required to be included in all FTA contracts and purchase orders. See Exhibit I.

A full text of all Contract Clauses from FTA Best Practices Manual may be found here.

35. Buy America.

As a condition of responsiveness to bidding for procurements of rolling stock, iron, steel, or manufactured products greater than $100,000 the bidder must submit with the bid or offer, a completed Buy America certificate in accordance with Part 661.6 for steel, iron, and manufactured products, or Part 661.12 for rolling stock (including train control, traction power, and communication equipment). Once submitted the bidder is bound by the certification provided. If the bidder does not submit a certification, the bid shall be considered non-responsive. If the bidder executes certification that it cannot comply but may be eligible for an exception, then the District shall review the circumstances and determine if it should request a waiver form the FTA. There are specific instances included in the regulations for waiver of Buy America provisions including that it is in the public's best interest, that there are no U.S. products available, or there is a 25 percent price difference between the foreign and domestic products.

See FTA's Buy America web pagehttp://www.fta.dot.gov/legal/buy_america/14456_ENG_HTML.htm for additional information on requirements.

Certifications in compliance with Part 661.6 and 661.12 are provided in Exhibit N.

36. Lobbying.

Contractors who apply or bid for an award of $100,000 or more must file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each level of FTA fund recipient certifies to the level above it that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each FTA fund recipient must also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that specific Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from each level of fund recipient to the next level of fund recipient until it reaches the grantor.

See "Lobbying" as provided in http://www.fta.dot.gov/library/admin/BPPM/appA1.html#BM10.

Certifications attached as Exhibit O

FTA Federally Required and Other Model Contract Clauses – Exhibit P

ARTICLE XII. IMPLEMENTATION OF AMENDMENTS

37. Severability.

If any provision or application of these regulations is held invalid, such invalidity shall not affect any other provision or application of these regulations which be given effect without the invalid provision or application.

38. Effective Date.

These policies shall be effective upon adoption.

EXHIBITS

Exhibit A
Page 1 of 6

North Central Regional Transit District

Contract / Purchase Order File Index
(For Sealed Bids Only)

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

Section A - Solicitation Documents		
Tab #	**Document(s)**	**Audit**
1	Purchase Request	
2	Specifications & DBE Goals	
3	Requirement Justification	
4	Independent Cost Estimate	
5	Bidder's List	
6	Contractor Information Form	
7	Justification of Procurement Method	
8	Copy of IFB	
9	Proof of publication	
10	IFB Attachments / Modifications	
11	Pre-Bid Minutes & List of Attendees	
12	Correspondence with Bidders	
13	Protests Prior to Bid Opening	
14	Interoffice Correspondence	
15	Review of Responsiveness	

Sealed Bid No._____ Contract Administrator: _____
Date: _____

North Central Regional Transit District

Contract / Purchase Order File Index
(For Sealed Bids Only)

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

Section B – Award Documents		
Tab #	**Document(s)**	**Audit**
1	Rationale for Method of Procurement Copy of Each Bid	
2	Late Bid – Bid Errors	
3	Bid Analysis / Tabulation Sheet	
4	Technical Evaluation & Pre-Award Survey	
5	Affirmative Action Evaluation / DBE Plan	
6	Bidder's Responsibility Determination	
7	Price Analysis	
8	Record of Negotiation for Single Bid	
9	Justification of Contract Type	
10	Award Recommendation Memo	
11	Board Resolution	
12	Notice of Award	
13	Notice to Unsuccessful Bidders (Bond, Check Returns)	
14	FTA Approval	
15	Legal Review of Contract Documents	
	Contract Document	
	Bond & Certificate of Insurance	
	Notice to Proceed	
	Purchase Order	

North Central Regional Transit
Contract / Purchase Order File

District
Index

(For Sealed Bids Only)

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

Section C – Contract Administration Documents		
Tab #	**Document(s)**	**Audit**
1	Post Award Conference	
2	Status Reports	
3	Change Notices/Modifications /Change Orders	
4	Site Visit Reports	
5	Progress Meeting Minutes	
6	Quality Assurance Records	
7	Termination / Stop Work Notices or Resolution Plan	
8	Invoices and Check Requests	
9	Records of Payments	
10	Notice of Substantial Acceptance	
11	Notice of Claims	
12	Release of Claims / Bonds	
13	Assignments	
14	Notice of Final Payment	
15	Audit Reports	
16	Liquidated Damages	
17	Close Out Documentation	

North Central Regional Transit District

Contract / Purchase Order File Index
(For RFP Only)

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

Section A - Solicitation Documents		
Tab #	**Document(s)**	**Audit**
1	Purchase Request Rationale for Method of Procurement	
2	Specifications / Statement of Work	
3	Justification for Procurement	
4	Cost Estimate	
5	Set Aside Decision / DBE Goal	
6	Contractor Information Form	
7	Justification of Procurement Method	
8	List of Prospective Proposers	
9	Proof of publication	
10	Copy of RFP	
11	Addenda	
12	Pre-Proposal Minutes & List of Attendees	
13	Correspondence with Bidders	
14	Interoffice Correspondence	
15	Review of Responsiveness	

RFP No._____ Contract Administrator: _____
Date: _____

Exhibit A
Page 5 of 6

North Central Regional Transit District
Contract / Purchase Order File
(For RFP Only)

Index

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

Section B – Award Documents		
Tab #	**Document(s)**	**Audit**
1	Copy of Each Proposal	
2	Proposal Tabulation Sheet	
3	Evaluation Team Notification	
4	Evaluation Sheet / Matrix	
5	Pre-Award Survey	
6	Determination of Zone of Consideration	
7	Late Proposers	
8	Invitations for Oral Interviews	
9	Notice of Rejection	
10	Minutes of Meetings	
11	Correspondence with Proposers	
12	Cost or Price Analysis	
13	Justification of Contract Type	
14	Negotiation Memorandum	
15	Copy of Each Best & Final Offer	
16	Award Recommendation Memo	
17	Board Resolution	
18	Legal Review of Contract Documents	
19	Notice of Award	
20	Notice to Unsuccessful Bidders	
21	Procurement Summary	
22	Determination and Findings	
23	Bonds & Certificates of Insurance	
24	Contract Document	
25	Notice to Proceed	
26	Purchase Order	

Exhibit A
Page 6 of 6

North Central Regional Transit
Contract / Purchase Order File

District
Index

(For RFP Only)

INSTRUCTIONS: Applicable items should be entered in chronological order by tab number. Documents maintained in the file will be numbered and filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab Column.

Section C – Contract Administration Documents		
Tab #	**Document(s)**	**Audit**
1	Post Award Conference	
2	Quality Assurance Records	
3	Change Notices / Modifications /Change Orders	
4	Periodic Status Reports	
5	Contractor Evaluation Form	
6	Site Visit Reports	
7	Termination / Stop Work Notices or Resolution Plan	
8	Invoices and Check Requests	
9	Records of Payments & Receipts	
10	Advance or Progress Payment Documents	
11	Notice of Substantial Acceptance	
12	Punch List Discrepancies	
13	Notice of Final Acceptance	
14	Notice of Claims	
15	Release of Claims / Bonds	
16	Assignments	
17	Notice of Final Payment	
18	Audit Reports	
19	Liquidated Damages	
20	Close Out Documentation	

Exhibit B

North Central Regional Transit District
Responsibility Determination Form

BID / RFP No: _____

Supplier: _____

Date: _____

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

Acceptable	***Comment***	
1. Appropriate financial, equipment, facility, and personnel.	Yes No	_____ _____ _____
2. Ability to meet the delivery schedule.	Yes No	_____ _____ _____
3. Satisfactory period of performance.	Yes No	_____ _____ _____
4. Satisfactory record of integrity, not on declined or suspend listings.	Yes No	_____ _____ _____
5. Receipt of all necessary data from supplier.	Yes No	_____ _____ _____
6. Debarred and Suspended List has been checked (supplier not listed)	Yes No	_____ _____ _____

Exhibit C

North Central Regional Transit District
Method of Procurement
Decision Matrix Form

To best determine which method of procurement is suitable, classify your situation by checking off the appropriate boxes below. All elements must apply to use that method.

Micro-purchase

Amount <$2500 ☐

Multiple sources ☐

Competitive Procurement

Amount >$2500 ☐

Multiple sources available ☐

Not an emergency purchase ☐

Sealed Bid (IFB)

Complete & adequate specs or purchase description ☐

Two or more responsible Bidders willing to compete ☐

Selection can be made on basis of price ☐

Procurement suitable for firm, fixed price ☐

No discussion with bidders needed after receipt of offers ☐

Competitive Proposals (RFP)

Complete specifications not feasible ☐

Bidder input needed for specification ☐

Two or more responsible bidders willing to compete ☐

Discussion needed with bidders after receipt of proposals, prior to award. ☐

Fixed price can be set after discussions ☐

Time and Materials Contract (subset of RFP)

Fixed price cannot be set for work ☐

Complete extent of work unknown, whether time, or material use, or both. ☐

Best Value

Price and qualitative consideration/Greatest value to the District ☐

Sole Source

OEM or custom item ☐

Only one source available ☐

Approved by FTA-sole source ☐

Public Exigency Issue/Emergency ☐

Competition is inadequate after public solicitation ☐

Emergency Procurement (subset of sole source)

There is a health and safety issue that prohibits delay ☐

Exhibit D

North Central Regional Transit District

Bid Checklist Form

		YES	NO
1.	Price is firm, fixed and definite	_____	_____
2.	Bid is responsive to requirements of the solicitation	_____	_____
3.	Exceptions taken to any material term or condition of the solicitation	_____	_____
4.	Bid is ambiguous	_____	_____
5.	All amendments to solicitation acknowledged	_____	_____
6.	Bid signed	_____	_____
7.	All material representations, bonds, guarantees and certifications completed.	_____	_____
8.	All required information submitted.	_____	_____
9.	Bid is not defective	_____	_____

Exhibit E

North Central Regional Transit District

Bid Cost Factors Form

Solicitation / Bid No: _____

Supplier Price Evaluation Factors:

1. Purchase price: $_____

2. Payment discount terms: _____

3. Transportation costs: _____

4. Warranty: _____

5. Installation: _____

6. Training: _____

7. Technical assistance: _____

Total bid: _____

Evaluation: **$**_____

Exhibit F

North Central Regional Transit District
NONCOMPETITIVE PROCUREMENT

JUSTIFICATION FORM

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Check one:

_____ The item is available only from a single source (sole source justification is attached).

_____ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).

_____ FTA authorizes noncompetitive negotiations (letter of authorization is attached).

_____ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).

_____ The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

Comments:

_____

_____

_____

_____

_____ Cost Analysis is attached.

_____ _____

~~Purchasing Agent~~Chief Procurement Officer Department Manager

_____ _____

Date Date

Exhibit G

North Central Regional Transit District

Cost and Price Analysis Form

Comparisons with other competitive proposals: _____
Price quoted by vendor: _____
Competitive prices obtained from other vendors: _____
(state name of vendor and price):

Previous Contracts: _____
Date of Contract: _____
Purchase Price: _____

Catalog/Market Prices: _____
Source: _____
Purchase Price: _____

Historical Prices: _____
Date: _____
Purchase Price: _____

Independent Cost Estimates: _____
Source: _____
Date: _____
Purchase Price:

Price/Performance Ratio (if applicable): _____

Market Data: _____
Source: _____
Date: _____
Purchase Price: _____

Exhibit H

North Central Regional Transit District

Disclosure Statement

The U.S. Department of Transportation Federal Transit Administration Master Agreement, Section 3a(1) prohibits the recipient's employees, officers, board members or agents from participating in the selection, award, or administration of a third party contract or sub agreement supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the entity selected for award:

a) an employee, officer, board member or agent;
b) any member of his or her immediate family;
c) his or her partner;
d) an organization that employs or intends to employ any of the above.

It is the responsibility of the officers and employees of the North Central Regional Transit District, upon acquiring interests which conflict or might appear to conflict with the interests of the
Federal Transit Administration and/or the North Central Regional Transit District, to bring them forth immediately for resolution.

I, the undersigned North Central Regional Transit District employee, acknowledge receipt, understanding and acceptance of the North Central Regional Transit District Code of Ethics and this Disclosure Statement, and certify that (1) I have not solicited or received any kickbacks or gratuities, and (2) I have no financial interest in any supplier with whom the North Central Regional Transit District does business. If any real or perceived conflict should arise in the discharge of my duties, I will report such conflict immediately to the Director of Human Resources in writing.

Name: _____ Title: _____

Date: _____

This statement will be renewed on an annual basis

Exhibit I

FTA CONTRACT CLAUSES						
	Clauses	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
1	Fly America	X	X	X	X	X
2	Buy America			X	X	X
3	Charter Bus & School Bus		X			
4	Cargo Preference			X	X	X
5	Seismic Safety	X (A & E)			X	
6	Energy Conservation	X	X	X	X	X
7	Clean Water	> $100,000	> $100,000	> $100,000	> $100,000	> $100,000
8	Bus Testing					
9	Pre-Award/Post Audit			X		
10	Lobbying	X	X	X	X	X
11	Access to Records	X	X	X	X	X
12	Federal Changes	X	X	X	X	X
13	Bonding				> $100,000	
14	Clean Air	> $100,000	> $100,000	> $100,000	> $100,000	> $100,000
15	Recycled Products	> $10,000	> $10,000	> $10,000	> $10,000	> $10,000
16	Davis-Bacon Act				> $2,000	
17	Contract Work Hours			> $100,000	> $100,000	
18	Copeland Anti-Kickback				> $2,000	
19	No Government obligation	X	X	X	X	X
20	Program Fraud	X	X	X	X	X
21	Termination	> $10,000	> $10,000	> $10,000	> $10,000	> $10,000
22	Government-wide Debarment	> $25,000	> $25,000	> $25,000	> $25,000	> $25,000
23	Federal Privacy Act	X	X	X	X	X
24	Civil Rights	X	X	X	X	X
25	Breach of Contract	> $100,000	> $100,000	> $100,000	> $100,000	> $100,000
26	Patent Rights	ONLY FOR EXPERIMENTAL, DEVELOPMENTAL OR RESEARCH WORK				
27	Transit Employees Protective Act		X			
28	Disadvantaged Business Act	X	X	X	X	X
29	State and Local Govt Laws/Regulations	X	X	X	X	X
30	Incorporation of FTA Terms	X	X	X	X	X
31	Drug & Alcohol		X			
32	ITS National Architecture	X	X	X	X	X
33	TVM Certifications			X		
34	Metric Requirements		X	X		
35	ADA Compliance	X	X	X	X	X
36	Notice of Federal Participation	> $500,000	> $500,000	> $500,000	> $500,000	> $500,000

Exhibit J

North Central Regional Transit District

Sole Source Cost Analysis Form

Prior to proceeding with sole source procurements, including contract modifications, the requesting department must perform a cost analysis in order to demonstrate the proposed price is fair and reasonable. The cost analysis should examine the elements of cost (labor hours, material, overhead, and profit) for professional consulting and architectural and engineering type contracts.

Please note: It is not sufficient to list the last price paid and the percentage change of the newly quoted price. Actual analysis of the figures should be evident to explain why any increase or decrease in quoted costs is reasonable. All of the following elements must be completed for each proposed sole source procurement.

1. Verification of cost or pricing data and evaluation of cost elements:

_____
_____
_____
_____
_____
_____

2. Comparison of cost proposed with independent or previous cost estimate, market indices, and other factors:

_____
_____
_____
_____
_____
_____

3. Evaluation of suppliers' costs first hand and assessment for completeness and reasonableness, including evidence and rationale for determination.

_____
_____
_____
_____
_____

Exhibit K

North Central Regional Transit District

Bid Summary Form

Bid Opening: _____

Bid#:_____ Description: _____Department: _____

Name of Bidder	Bid Deposit	Total Bid	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Responsive Bid (Y/N)	Bid Rejected (Reason)

This Bid was opened at the time stated in the advertisement:_____
Initials

Person opening Bids: _____
Signature: _____
Date/Time: _____

Exhibit L

North Central Regional Transit District

Award Recommendation & Justification Form

Department: _____

Procurement Number: _____
(RFP/BID #)

Subject: _____

Report Date: _____ Number Bids / RFP'S Mailed: _____ Number of Bids / RFP'S Received: _____

Recommendation:

_____

_____

_____

_____

_____

_____

_____

Justification:

_____

_____

_____

_____

_____

_____

_____

_____

Approvals:

_____ PROCURING AGENT

_____ DIRECTOR OF PURCHASING

Exhibit M

North Central Regional Transit District

Price / Rate Quotation Form

Department: _____

Subject: _____

Report Date: _____

Number of Quotes Received: _____

Qty.	Qty/Ctn	Item	Vendor	Price	Amount

Recommendation:

_____

_____

_____

_____

_____

_____

_____

_____

Approvals:

_____ PROCURING AGENT

_____ DIRECTOR OF PURCHASING

Exhibit N
Page 1 of 2

Buy America

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature_____

Company Name_____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Buy America

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Exhibit O

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Exhibit P

CONTRACTOR INFORMATION FOR PROJECTS FUNDED BY THE U. S. DEPARTMENT OF TRANSPORTATION

BID/RFQ/RFP # _____

The completion of this form(s) is a requirement of this bid. A completed form is required for each contractor who submits a Bid/RFP/RFQ in response to this solicitation and for **each** of the bidders' subcontractors. Copy and attach additional sheets as necessary. Please provide the following information:

FIRM'S NAME: _____

PRIME CONTRACTOR _____ *SUBCONTRACTOR* _____

FIRM'S ADDRESS: _____

_____

AGE OF FIRM: _____

DISADVANTAGED BUSINESS ENTERPRISE?* _____ Yes _____ No

If yes, Certified by the State of New Mexico Department of Transportation?

_____ Yes _____ No

ANNUAL GROSS RECEIPTS:

_____ Under $500,000 _____ $500,000 - $999,999 _____ $1,000,000 - $1,999,999

_____ $2,000,000 - $4,999,999 _____ $5,000,000 - $9,999,999

_____ $10,000,000 - $14,999,999 _____ $15,000,000 - $24,999,999

* *Disadvantaged business enterprise* or *DBE* means a for-profit small business concern—

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Appendix 1

WRITTEN PROTEST PROCEDURES

A. GENERAL – DEFINITIONS

1. The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protestor must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable, any information received under such procedures shall be disclosed to the Federal Transit Authority ("FTA") and a protestor must exhaust all administrative remedies before pursuing a protest with the FTA.

2. The term "contractor" means any person, firm, or corporation, which has contracted or seeks to contract with the North Central Regional Transit District.

3. The term "hearing officer" shall mean a person, appointed by the Executive Director, to hear and decide allegations made by any contractor relating to procurements hereunder.

4. A "pre-bid or solicitation phase protest" is a written protest received prior to the bid opening or proposal due date.

5. A "pre-award protest" is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.

6. A "post-award protest" is a protest received after award of a contract.

B. FILING OF PROTESTS

1. Pre-Bid Protest

   Any Contractor may file a written protest of the procurement procedures involved herein, with the District's ~~Purchasing Agent~~Chief Procurement Officer at least five (5) working days before the bid opening or proposal due date.

2. Pre-Award Protest

   Any Contractor my file a written protest against the District's making of an award after the District's making of an award after the District's receipt of bids or proposals, but at lease five (5) working days before the conditional award of a contract by the District.

3. Post-Award Protest
   Any contractor may file a written protest of the procurement procedures involved herein, with the District's ~~Purchasing Agent~~Chief Procurement Officer, at least five (5) working days after the date of the District's Decision regarding a selection of a contractor with respect to any Bid/RFP/RFQ.

4. Each protest must clearly state:
    a. The name, address, and telephone number of the protester;
    b. The solicitation/contract number or description thereof.
    c. A statement of all of the grounds upon which the protest is made.
5. Protests are to be filed by certified mail, return receipt requested or by personal delivery by 4:30pm on or before the due date at:

    Purchasing Department
    North Central Regional Transit District
    1327 N. Riverside Drive
    Espanola, NM 87532

If protests are filed by personal delivery, the protestor must obtain a time-stamped copy of the protest from the Purchasing Department as proof of the date and time of the filing of the protest. It is the Protester's sole responsibility to provide said copy at the time of filing.

C. HEARING PROCEDURE

1. A hearing shall be conducted in accordance with C.G.S. Section 4-176e through 4-18a, as amended, which are incorporated herein, provided that if there is a conflict between Section 4-176e and these Written Protest Procedures, the latter will prevail. The hearing officer shall issue a written decision within ten (10) days of the last date of such hearing and state in the decision the reasons for the action taken. The Hearing Officer, shall respond in detail, to each substantive issue raised in the protest.

2. The Hearing Officer shall be the responsible official who has the authority to make the final determination of the protest.

3. The Hearing Officer shall address, in his determination, each material issue raised in the protest.

4. The Hearing Officer's determination shall be final and bending upon all parties upon issuance.

5. Within (5) working days from its receipt of the decision of the Hearing Officer, a protester may request reconsideration of the decision, using the same procedure described in Section B.5 above. The request for reconsideration shall be addressed to the Hearing Officer, in care of the Purchasing Department, North Central Regional Transit District, 1327 N. Riverside Drive, Espanola, NM 87532. The request for reconsideration shall set forth all of the grounds upon which the request is made.

6. The Hearing Officer shall issue a written decision on the request for recommendation within ten (10) days of receipt thereof and state in the decision the reasons for the granting or denial of the request.

D. REVIEW OF PROTEST BY FTA

1. Where applicable, review of protests by FTA will be limited to the District's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the cognizant FTA Regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation and/or five (5) days after the protestor knows or has reason to know that the District has failed to render a final decision. Such appeal must be filed in accordance with all FTA rules and regulations, and Section 7(1) of FTA Circular 4220.1D., as periodically updated The FTA may allow a request for reconsideration if data becomes available that was not previously known, or if there has been an error of law or regulation.

   Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of state or local or regulations will be under the jurisdiction of state or local authorities.

2. Post-determination protests may include allegations that the District failed to have or follow written protest procedures.

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: February 3, 2017

Agenda Item - B

Title: North Central Regional Transit District FY2017 Mid-Year Financial Summary Report

Prepared By: Troy Bingham, Finance Director

Summary: The North Central Regional Transit District (NCRTD) has completed 6 month of financial activity ending December 31, 2016. This report's projection is based off of expenditure patterns and probable revenue flows that are derived from the expenses and revenues data available from 50% of FY2017 completed.

At mid-year, the NCRTD anticipates a 8.4% surplus in Gross Receipt Tax (GRT) revenue and for expenditures to underperform the budget. The intent of this review is to apprise the Board of what to expect from FY2017 in relation to actual budgetary performance to date and projected budgetary performance for the remaining time period before engaging in the development of the FY2018 budget.

Financial Facts and Projections

Revenue: The District is anticipating a total revenue deficit of $189,860 for the remainder of FY2017. The largest shortfall will be the fact that only $143,449 will be needed from the fund balance that was budgeted, due to better than projected GRT Tax collections.

Gross Receipt Tax (GRT): The revenue surplus is due to conservative estimates for GRT during the FY2017 budget preparation. The actual revenues at the time of projection were poor indicators of future performance but were the best information available in March 2016. As of November 2016, three of the four counties are above their GRT estimates so an overall surplus is conservatively projected for GRT revenues in the amount of $ 517,558.

The following counties projected GRT is as follows:

- Rio Arriba County – anticipated decrease is 2% or $10,060
- Santa Fe County – anticipated increase is 4% or $155,139
- Taos County – anticipated increase is 19% or $163,195
- Los Alamos County – anticipated increase is 22% or $286,854

Miscellaneous Revenues: NCRTD is anticipated to receive $101,500 in proceeds from transit fares, bank interest, insurance proceeds, and non-cash activities. This amount is less than last year, but equal to what was budgeted for collection of fares.

Expenditures: NCRTD reports monthly to the Board on expenditure trends, causal relationships and the year-end projection reflect those areas of concern.

The breakdown of expenditure savings vs. budget are as follows:

- As part of the FY2017 Budget, a vacancy saving factor of $165,000 was removed from the salary budget to mirror attrition and employee turnover experience in prior fiscal years. Even though attrition and employee turnover remain consistent with prior years, the salary saving has not transpired, so projections are predicting a $218,000 shortfall which we will continue to monitor.
- Vehicle Maintenance overage of $9,691 should be covered by the fuel savings of $60,273 in the same department.
- Non-RTD Partner payments to Rio Metro-RailRunner will be higher than budgeted due to our contractual arrangement of sharing 50% the Santa Fe County Transit GRT revenue surplus of $155,139 or an additional $77,570 for the year
- Capital Outlay is projected to have budget savings of $280,997 resulting from the copier replacement, shelter lighting, bus stop improvements, and not buying a third smaller demand response bus.

The total projected savings from expenditure is $189,860

Overall Summary: Overall revenues and expenditures will be slightly less than budgeted. The actual revenues of $12,314,499 (less use of fund balance) will be less than projected expenditures of $12,422,473 by $107,974 for FY2017.

Impact on Fund Balance: The use of Fund Balance in FY2017 is projected to be $107,974, which is $831,007 less then what was budgeted and amended for use in FY2017.

Background: The NCRTD fiscal year runs from July 1 to June 30 of the following calendar year. Before each fiscal year, the district submits and presents a budget request to the Board of Directors for its approval. Midway through the fiscal year, the staff will brief the Board on the status of the budget and propose any adjustments that might be required.

Recommended Action: The Finance Subcommittee met on January 27, 2017 and recommended endorsement by the board of the attached mid-year budget status report.

It is recommended that the board accept the Finance Subcommittee recommendation and endorse the NCRTD review as presented.

Options/Alternatives:

1. Take no action; or
2. Endorse the review of the mid-year Financial Summary Report (recommended).

Fiscal Impact: The NCRTD will continue to maintain a balanced budget for the remainder of FY2017 and will apprise the Board of any dramatic changes.

Attachments:

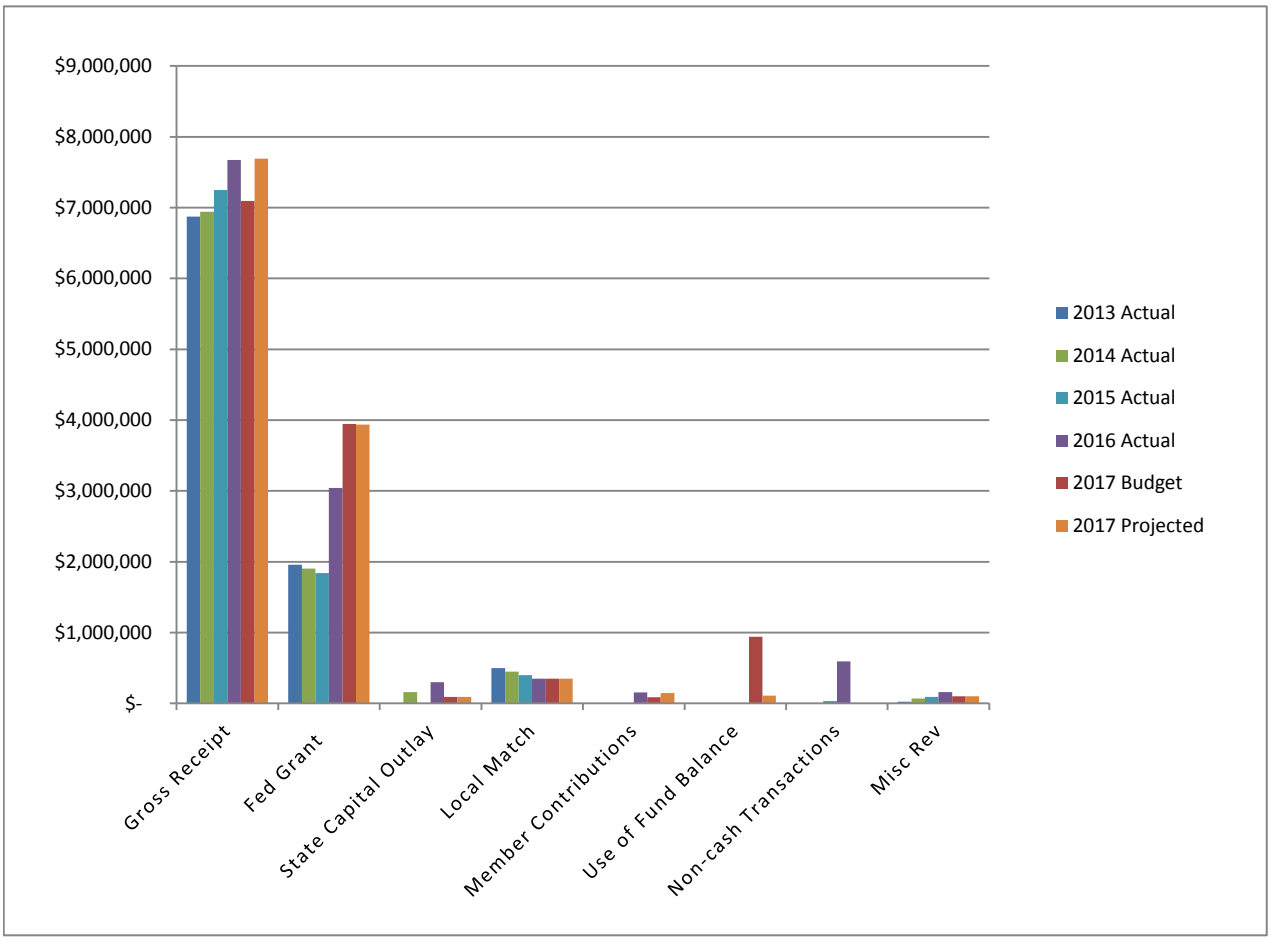
- FY2017 Projected vs. Budget Review Charts-Data

Projected vs. Budget Review

FY2017 (July 1, 2016 to June 30, 2017)

NCRTD Revenue by Sources

Actuals as of December 31, 2016



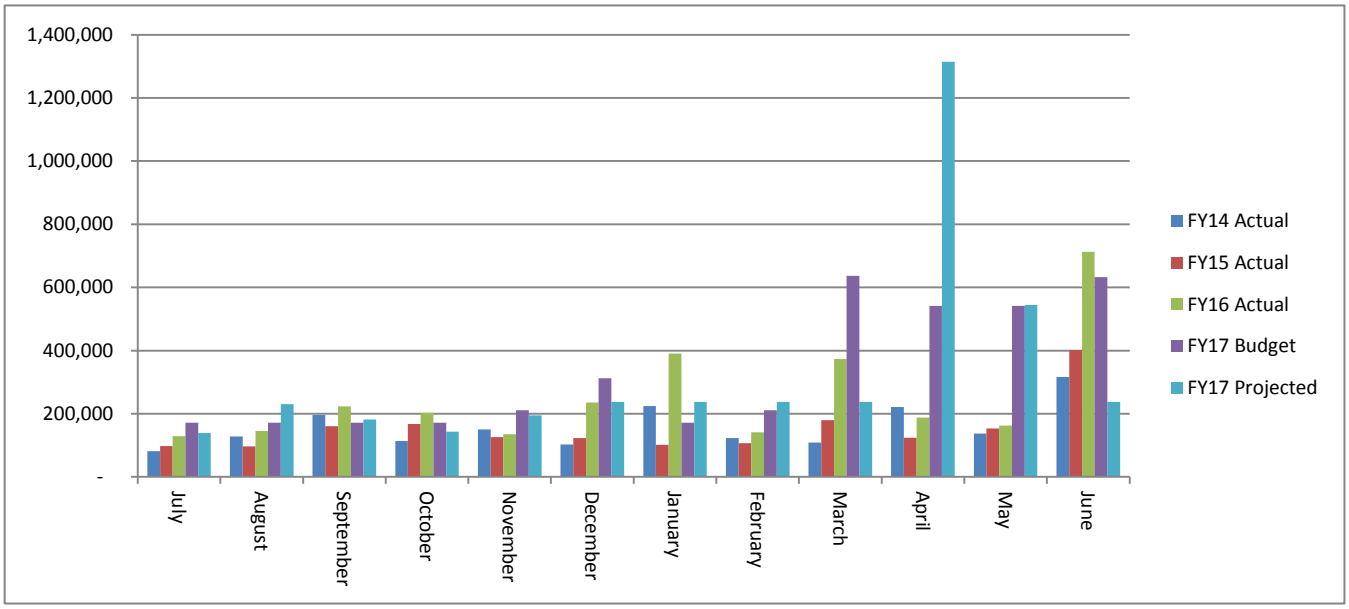
	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Budget	2017 Projected	% of Projected vs budget
Gross Receipt	$ 6,871,271	$ 6,941,122	$ 7,246,641	$ 7,673,654	$ 7,095,000	$ 7,690,128	108.4%
Fed Grant	$ 1,957,128	$ 1,902,036	$ 1,840,120	$ 3,041,790	$ 3,945,852	$ 3,936,422	99.8%
State Capital Outlay	$ -	$ 161,188	$ -	$ 301,312	$ 93,000	$ 93,000	100.0%
Local Match	$ 500,000	$ 450,000	$ 400,000	$ 350,000	$ 350,000	$ 350,000	100.0%
Member Contributions	$ -	$ -	$ -	$ 156,154	$ 88,000	$ 143,449	163.0%
Use of Fund Balance					$ 938,981	$ 107,974	11.5%
Non-cash Transactions			$ 33,600	$ 591,109			
Misc Rev	$ 24,312	$ 67,725	$ 92,909	$ 161,238	$ 101,500	$ 101,500	100.0%
	$ 9,352,711	$ 9,522,071	$ 9,613,270	$ 12,275,257	$ 12,612,333	$ 12,422,473	98.5%

Projected vs. Budget Review

FY2017 (July 1, 2016 to June 30, 2017)

Grant Revenue

Actuals as of December 31, 2016



	FY14 Actual	FY15 Actual	FY16 Actual	FY17 Budget	FY17 Projected	Projected Revenue % of Monthly Budget
July	81,096	98,062	128,685	171,678	139,339	81%
August	127,744	96,946	145,446	171,678	230,674	134%
September	195,614	160,962	223,878	171,678	181,682	106%
October	113,711	167,516	203,353	171,678	143,530	84%
November	150,353	126,083	134,896	211,678	194,959	92%
December	102,402	123,492	235,833	312,654	237,280	76%
January	224,669	101,591	390,639	171,678	237,280	138%
February	123,056	106,716	141,554	211,678	237,280	112%
March	108,529	180,156	373,815	636,268	237,280	37%
April	221,326	124,015	188,166	541,268	1,314,975	243%
May	137,177	153,332	162,963	541,268	544,864	101%
June	316,361	401,249	712,562	632,648	237,280	38%
	1,902,036	1,840,120	3,041,790	3,945,852	3,936,422	99.8%

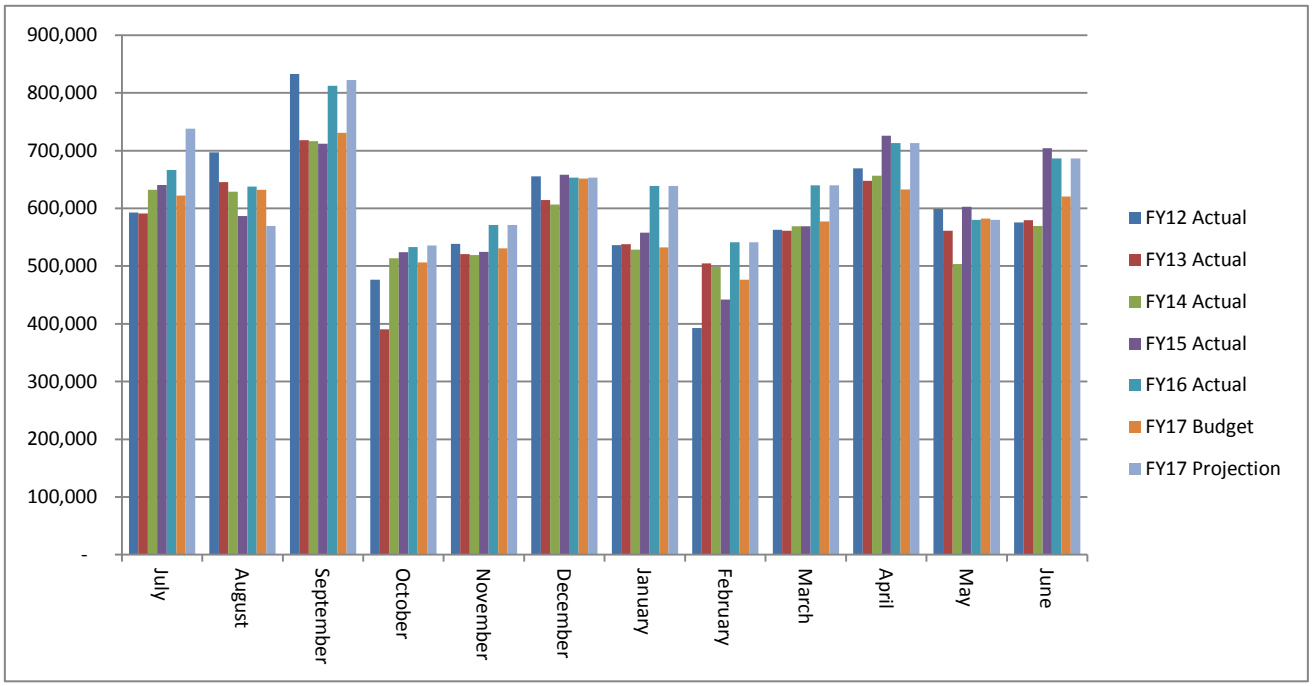
A large portion of the federal revenues received by NCRTD are for replacement of fleet assets. Typically bus replacements were slow to arrive, but we are hearing 6 of our 14 buses ordered this fiscal year are already in Albuquerque awaiting AVAIL equipment.

Projected vs. Budget Review

FY2017 (July 1, 2016 to June 30, 2017)

Gross Receipts Revenue

Actuals as of December 31, 2016



Month of Activity	FY12 Actual	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Actual	FY17 Budget	FY17 Projection	Actual Revenue % of Monthly Budget
July	592,835	590,847	631,877	640,624	666,453	622,408	738,095	119%
August	696,792	645,616	628,640	586,498	637,587	631,947	569,631	90%
September	832,940	717,978	716,096	711,748	812,130	730,721	822,146	113%
October	476,325	390,334	513,319	524,100	532,939	506,268	535,709	106%
November	538,683	520,528	518,926	524,404	571,419	530,653	571,419	108%
December	655,468	614,240	606,606	658,102	653,420	651,484	653,420	100%
January	536,416	537,863	528,397	557,753	638,952	532,156	638,952	120%
February	392,583	504,470	498,296	442,098	541,493	476,453	541,493	114%
March	562,713	561,238	569,093	568,670	640,114	577,269	640,114	111%
April	669,266	647,379	656,754	725,955	712,795	632,848	712,797	113%
May	598,734	561,423	503,533	602,505	579,985	582,375	579,985	100%
June	575,421	579,356	569,584	704,185	686,367	620,418	686,367	111%
	7,128,176	6,871,271	6,941,122	7,246,641	7,673,654	7,095,000	7,690,128	108.4%

The projected overall revenue surplus for FY2017 GRT is anticipated to be $595,128. The actual revenue surplus will be $517,558 because $77,570 would be obligated to RailRunner.

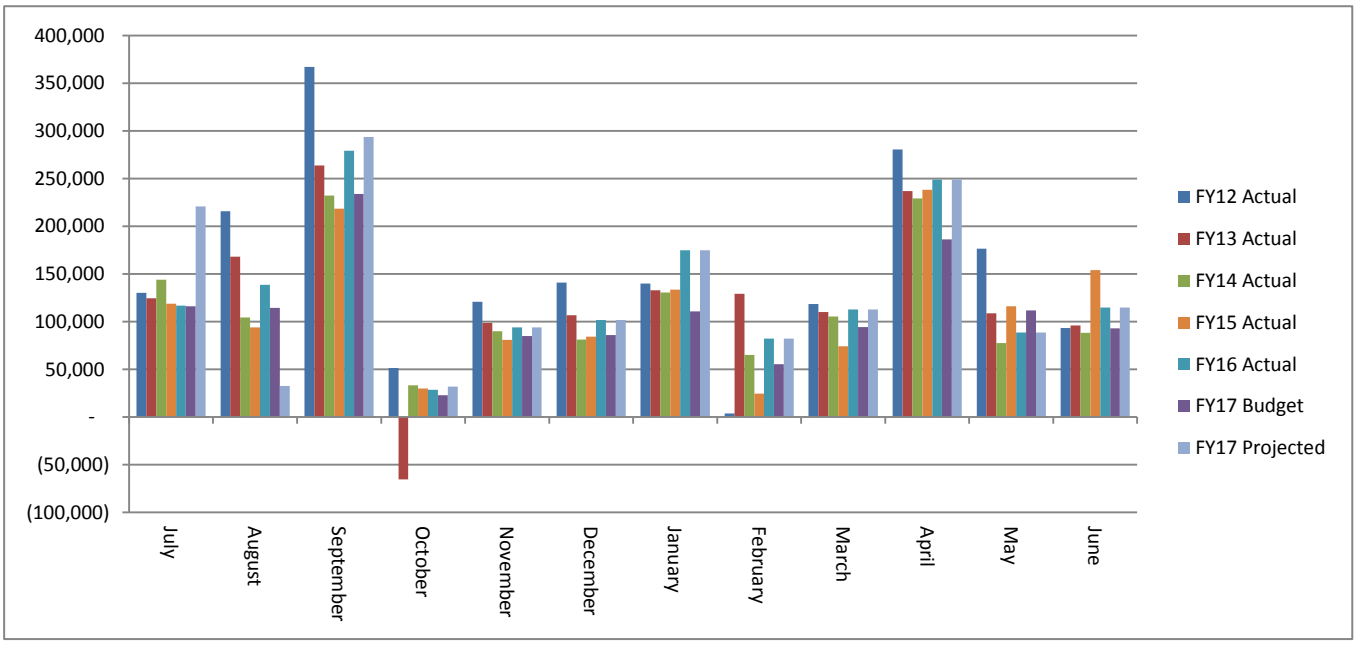
Projected vs. Budget Review

FY2017 (July 1, 2016 to June 30, 2017)

Gross Receipts Revenue By County

Actuals as of December 31, 2016

LOS ALAMOS COUNTY



Month of Activity	FY12 Actual	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Actual	FY17 Budget	FY17 Projected	Projected Revenue % of Monthly Budget
July	130,018	124,560	144,054	118,858	116,870	116,157	220,824	190%
August	215,861	167,973	104,260	94,019	138,688	114,524	32,608	28%
September	367,025	263,631	232,251	218,509	279,213	233,942	293,661	126%
October	51,498	(65,391)	33,137	29,878	28,496	22,859	31,784	139%
November	120,772	98,601	89,812	81,023	93,942	84,971	93,942	111%
December	140,847	106,557	81,243	84,289	101,662	85,915	101,662	118%
January	139,742	132,835	130,526	133,450	174,873	110,754	174,873	158%
February	3,770	129,189	65,134	24,478	82,322	55,509	82,322	148%
March	118,403	109,903	105,475	74,183	112,842	94,426	112,842	120%
April	280,600	236,761	229,085	238,319	248,959	186,352	248,961	134%
May	176,478	108,859	77,439	116,229	88,475	111,822	88,475	79%
June	93,134	95,990	88,084	153,897	114,900	92,769	114,900	124%
	1,838,146	1,509,468	1,380,501	1,367,132	1,581,242	1,310,000	1,596,854	122%

The revenues are projected to be 22% above the budget for FY17, which would translate into a revenue surplus of $286,854. The actual revenue surplus for the first four months is 21% above budget. Projections for this fiscal year were FY2016 actuals for the same months in FY2017.

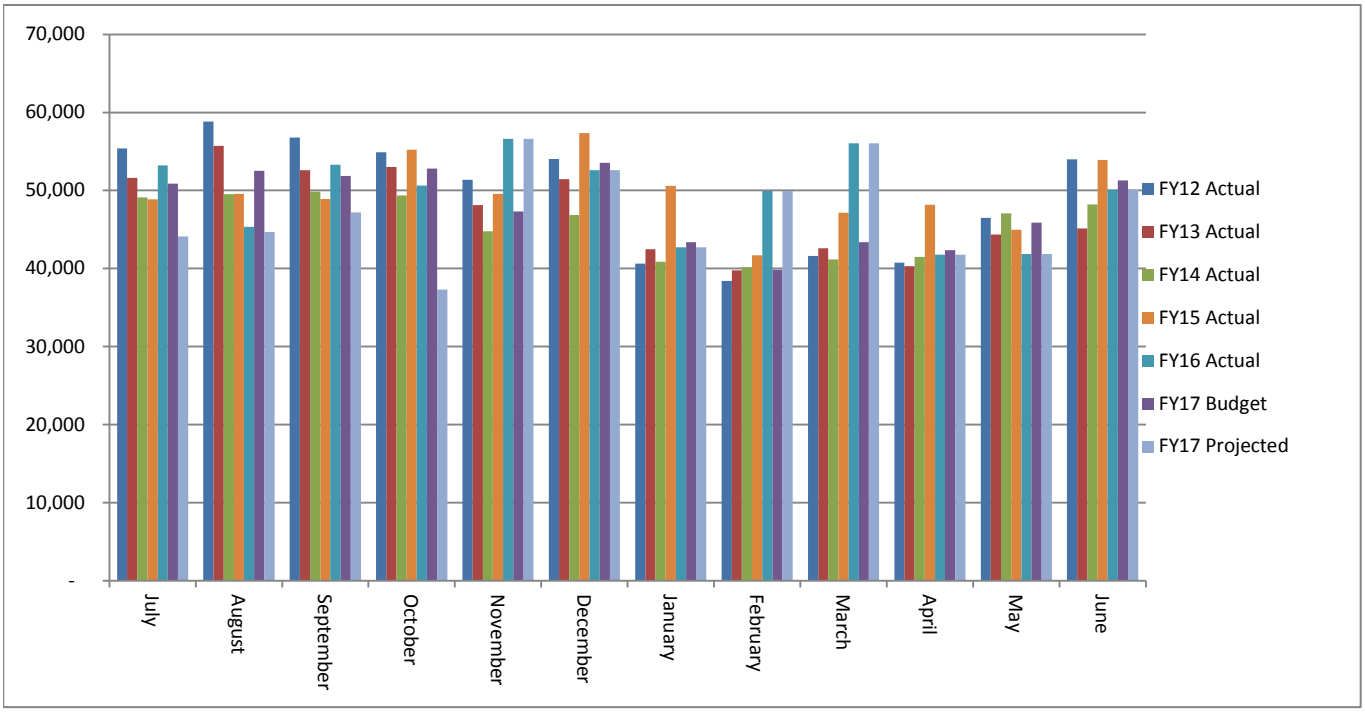
Projected vs. Budget Review

FY2017 (July 1, 2016 to June 30, 2017)

Gross Receipts Revenue By County

Actuals as of December 31, 2016

RIO ARRIBA COUNTY



Month of Activity	FY12 Actual	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Actual	FY17 Budget	FY17 Projected	Projected Revenue % of Monthly Budget
July	55,408	51,622	49,128	48,852	53,233	50,886	44,103	87%
August	58,814	55,703	49,535	49,585	45,322	52,520	44,684	85%
September	56,781	52,600	49,857	48,926	53,311	51,873	47,195	91%
October	54,911	53,009	49,363	55,224	50,632	52,793	37,290	71%
November	51,363	48,144	44,753	49,545	56,629	47,329	56,629	120%
December	54,028	51,452	46,846	57,339	52,583	53,535	52,583	98%
January	40,611	42,472	40,853	50,584	42,699	43,354	42,699	98%
February	38,417	39,752	40,153	41,671	49,951	39,848	49,951	125%
March	41,602	42,612	41,156	47,158	56,037	43,368	56,037	129%
April	40,766	40,315	41,493	48,159	41,784	42,334	41,784	99%
May	46,478	44,368	47,047	44,952	41,869	45,855	41,869	91%
June	53,981	45,151	48,230	53,912	50,116	51,305	50,116	98%
	593,160	567,199	548,414	595,907	594,166	575,000	564,940	98%

The revenues are projected to be 2% below the budget for FY17, which would translate into a revenue shortfall of $10,060. The actual revenue shortfall for the first four months is 17% below budget. Projections for this fiscal year were FY2016 actuals for the same months in FY2017.

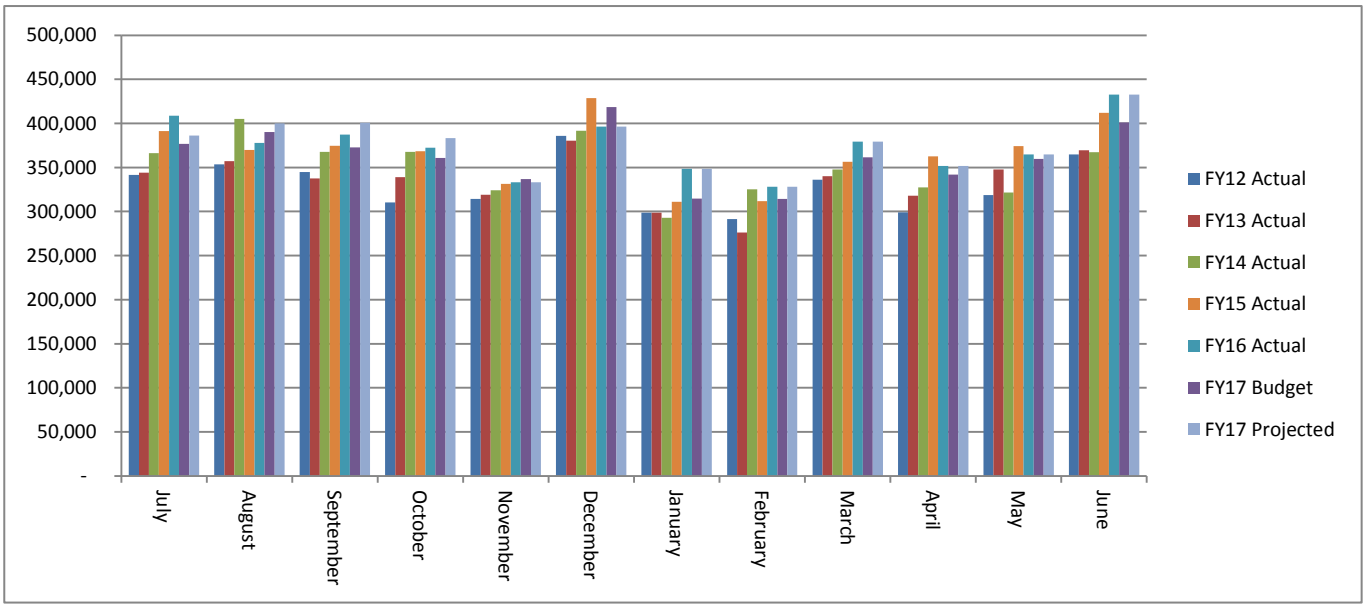
Projected vs. Budget Review

FY2017 (July 1, 2016 to June 30, 2017)

Gross Receipts Revenue By County

Actuals as of December 31, 2016

SANTA FE COUNTY



** Note - One-half of the SF County GRT is allocated to Rio Metro

Month of Activity	FY12 Actual	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Actual	FY17 Budget	FY17 Projected	Projected Revenue % of Monthly Budget
July	341,717	343,976	366,256	391,422	408,793	376,620	386,389	103%
August	353,581	357,202	404,993	369,825	378,033	390,366	399,955	102%
September	344,672	337,614	367,698	374,721	387,492	372,915	400,606	107%
October	310,170	338,872	367,580	368,292	372,493	360,981	383,221	106%
November	314,413	318,969	324,305	331,342	333,369	336,965	333,369	99%
December	385,881	380,531	391,697	428,710	396,434	418,706	396,434	95%
January	298,696	298,821	292,787	311,127	348,564	314,671	348,564	111%
February	291,582	276,041	325,160	311,675	328,223	314,505	328,223	104%
March	336,024	339,972	347,639	356,373	379,151	361,487	379,151	105%
April	299,091	318,123	327,435	362,789	351,580	342,066	351,580	103%
May	318,839	347,884	321,582	374,109	364,845	359,779	364,845	101%
June	364,705	369,615	367,223	411,834	432,802	400,939	432,802	108%
	3,959,371	4,027,622	4,204,356	4,392,219	4,481,779	4,350,000	4,505,139	104%

The revenues are projected to be 4% above the budget for FY2017, which would translate into a revenue surplus of $155,139. The actual revenue surplus for the first four months is 5% above budget. Actuals for the last four years have seen steady increases which should be accounted for in the FY2018 budget, if FY2017 continues the same pattern.

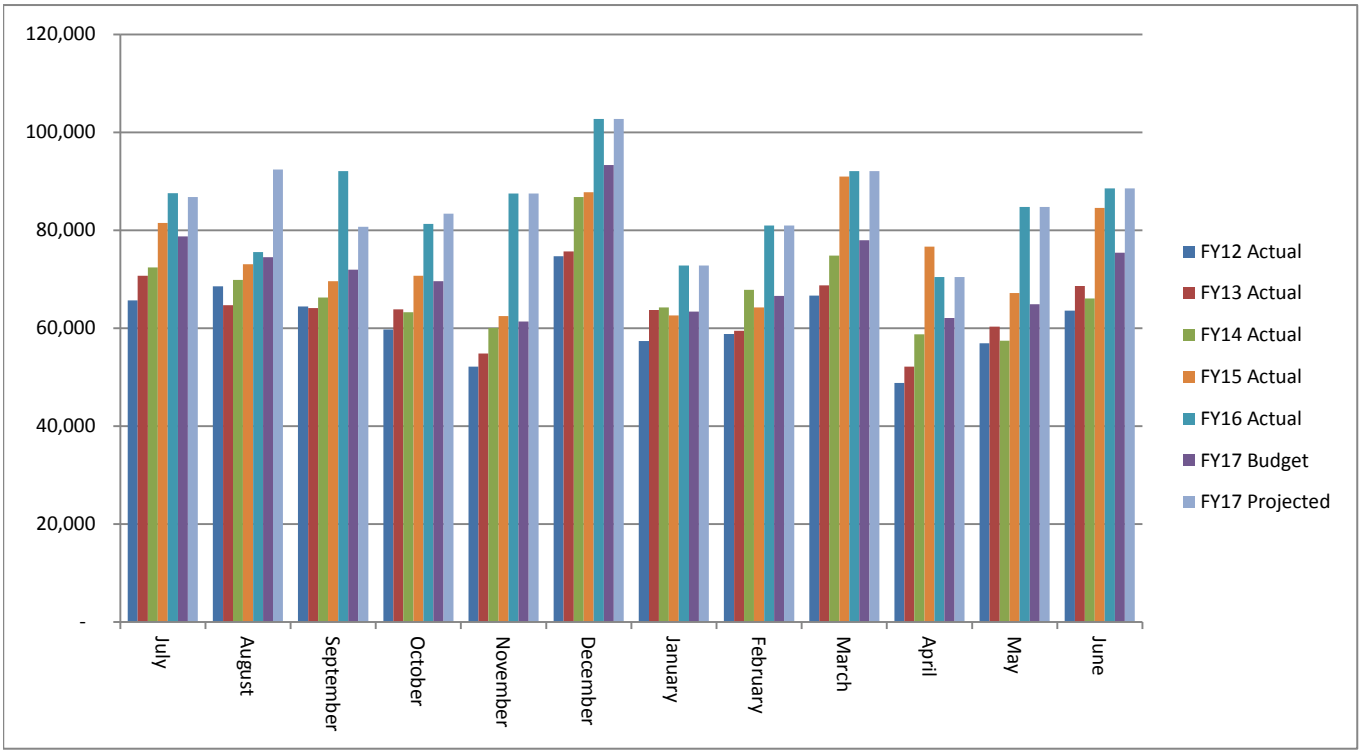
Projected vs. Budget Review

FY2017 (July 1, 2016 to June 30, 2017)

Gross Receipts Revenue By County

Actuals as of December 31, 2016

TAOS COUNTY



Month of Activity	FY12 Actual	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Actual	FY17 Budget	FY17 Projected	Projected Revenue % of Monthly Budget
July	65,693	70,690	72,438	81,492	87,557	78,745	86,779	110%
August	68,537	64,738	69,852	73,069	75,544	74,537	92,384	124%
September	64,462	64,133	66,290	69,591	92,114	71,991	80,684	112%
October	59,745	63,843	63,238	70,706	81,318	69,635	83,414	120%
November	52,134	54,813	60,056	62,494	87,479	61,388	87,479	143%
December	74,712	75,700	86,820	87,764	102,741	93,328	102,741	110%
January	57,367	63,735	64,231	62,592	72,816	63,377	72,816	115%
February	58,815	59,488	67,849	64,274	80,997	66,591	80,997	122%
March	66,684	68,751	74,823	90,956	92,084	77,988	92,084	118%
April	48,810	52,180	58,741	76,688	70,472	62,096	70,472	113%
May	56,939	60,312	57,466	67,215	84,796	64,919	84,796	131%
June	63,601	68,600	66,048	84,542	88,549	75,405	88,549	117%
	737,499	766,981	807,850	$ 891,383	$ 1,016,467	$ 860,000	$ 1,023,195	119%

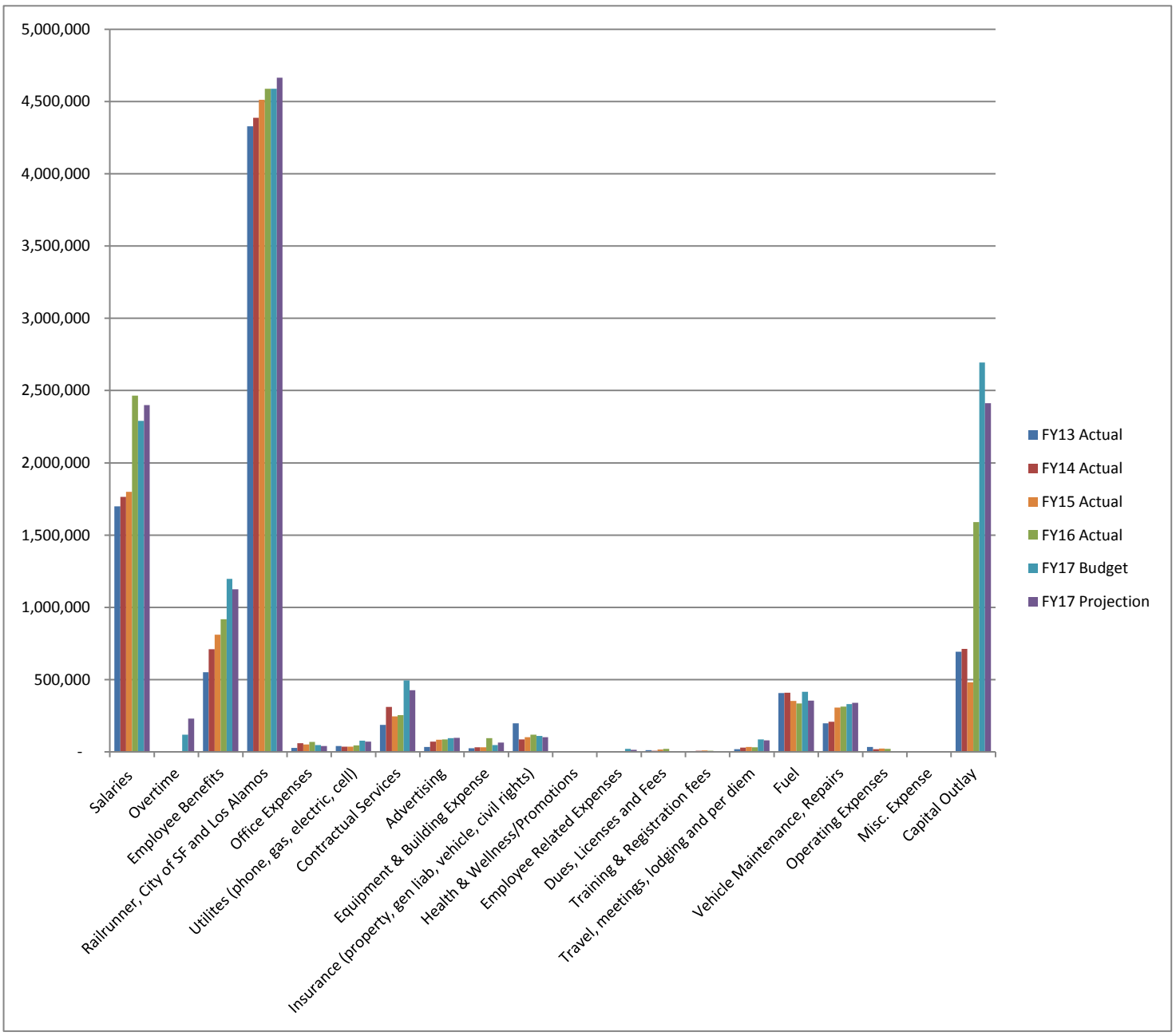
The revenues are projected to be 19% above the budget for FY2017, which would translate into a revenue surplus of $163,195. The actual revenue surplus for the first four months is 17% above budget. Actuals for the last four years have seen steady increases which should be accounted for in the FY2018 budget, if FY2017 continues the same pattern.

Projected vs. Budget Review

FY2017 (July 1, 2016 to June 30, 2017)

NCRTD Expenses by Type

Actuals as of December 31, 2016



	FY13 Actual	FY14 Actual	FY15 Actual	FY16 Actual	FY17 Budget	FY17 Projection	Difference
Salaries	1,699,079	1,764,308	1,800,202	2,465,780	2,290,878	2,398,616	(107,738)
Overtime					120,182	230,444	(110,262)
Employee Benefits	550,997	709,864	810,898	917,367	1,197,215	1,125,070	72,145
Railrunner, City of SF and Los Alamos	4,327,824	4,387,272	4,511,203	4,588,079	4,587,300	4,664,870	(77,570)
Office Expenses	27,427	59,286	50,928	68,195	46,251	41,491	4,760
Utilites (phone, gas, electric, cell)	41,118	36,053	35,973	44,412	77,396	70,395	7,001
Contractual Services	186,358	311,414	245,445	253,903	493,566	427,040	66,526
Advertising	35,137	70,706	83,882	87,290	95,040	97,604	(2,564)
Equipment & Building Expense	24,986	31,124	31,203	95,066	46,997	64,415	(17,418)
Insurance (property, gen liab, vehicle, civil rights)	196,836	87,589	102,076	119,953	111,191	101,835	9,356
Health & Wellness/Promotions	-	-	2,555	3,676			-
Employee Related Expenses					21,700	13,963	7,737
Dues, Licenses and Fees	12,263	8,597	15,961	20,155			-
Training & Registration fees	6,645	9,024	9,087	7,590			-
Travel, meetings, lodging and per diem	17,789	29,654	34,222	32,726	85,642	79,334	6,308
Fuel	406,653	410,199	352,857	334,796	416,160	355,887	60,273
Vehicle Maintenance, Repairs	198,587	209,603	306,401	312,805	329,900	339,591	(9,691)
Operating Expenses	35,014	19,948	22,562	20,744			-
Misc. Expense	-	-	116				-
Capital Outlay	692,793	713,439	480,734	1,588,962	2,692,915	2,411,918	280,997
	8,459,506	8,858,080	8,896,305	#########	12,612,333	12,422,473	189,860

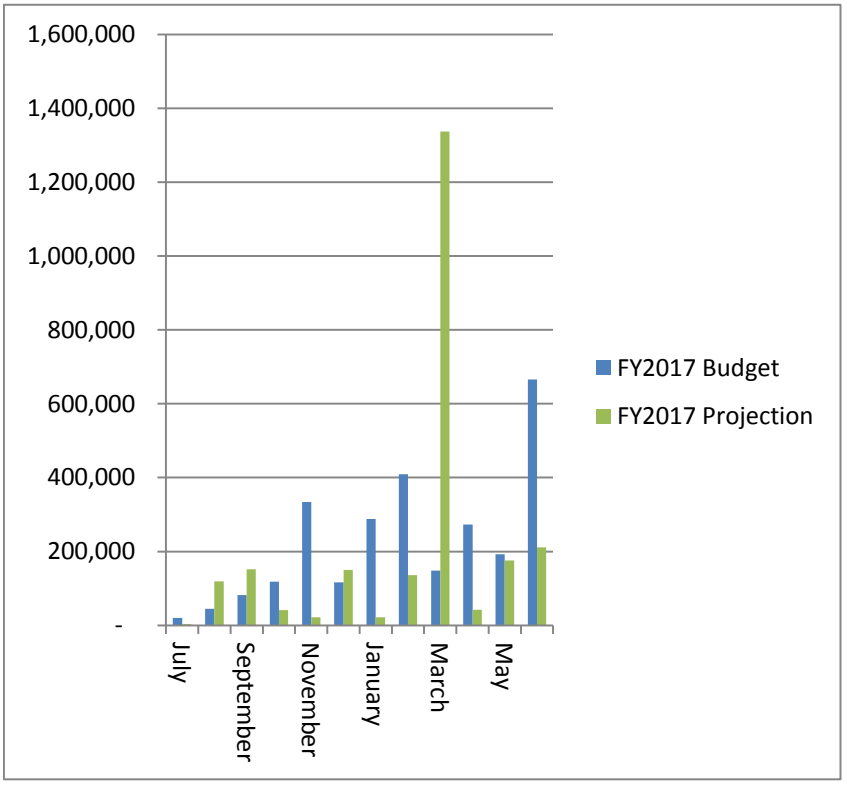
The NCRTD is planning on a budget surplus at the end of the year in expenditures in the amount of $189,860. The largest portion of the surplus is budget for capital projects. The deficit in the Non-RTD expenditures of $77,570 is half of the surplus GRT revenue in Santa Fe County. This deficit is offset from the additional revenue that comes in from Santa Fe County GRT. Regardless of what NCRTD budgets for RailRunner, the agreement is that half of GRT revenue automatically goes to the Rail Runner.

Projected vs. Budget Review

FY2017 (July 1, 2016 to June 30, 2017)

Capital Expense Summary

Actuals as of December 31, 2016



	FY2017 Budget	FY2017 Projection	Budget vs Actual	YTD Budget Variance
July	20,304	2,947	(17,357)	15%
August	44,941	119,499	74,558	266%
September	81,826	151,959	70,133	186%
October	118,016	41,575	(76,441)	35%
November	334,391	22,144	(312,247)	7%
December	116,482	150,509	34,027	129%
January	288,126	22,107	(266,019)	8%
February	409,576	135,871	(273,705)	33%
March	147,994	1,336,700	1,188,706	903%
April	272,742	41,864	(230,878)	15%
May	192,387	175,871	(16,516)	91%
June	666,130	210,871	(455,259)	32%
	2,692,915	2,411,918	(280,997)	90%

Capital Assets purchased in FY2017 were as follows:

Taos ChileLine ITS Upgrades - $92,796
Copier for Española and Taos - $25,228
Consolidation Study - $83,537
Lease Buyout of T-598 for Santa Fe Mountain Trail Route - $133,048
TAP Phase II - $158,563

Capital on Order:

(2) 14 Passenger Buses
(10) 14 Passenger Buses for 5311
(2) 14 Passenger Buses for 5310
Building Remodel
TAP Phase II Completion
Phase III TAP Initial Design
Admin Vehicle
Emergency Generator Project
AVAIL IVR System

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: February 3, 2017

Agenda Item – C

Title: Discussion and Consideration of Award of Contract – Española Facility Backup Generator Project and Resolution No. 2017-07 Amending the FY2017 Budget.

Prepared By: Troy Bingham, Finance Director

Summary: As part of the FY2017 Capital Improvement Plan the NCRTD planned to add a backup generator to the Española Facility due to the power interruptions that occur during the summer and that may occur due to various weather conditions for Jemez Electric Coop members. The Española Facility is the backbone of the District's communication with the public and when the power is out, the phones stop working, the Intelligent Transportation System (ITS) is unable to be monitored, cooling and heating systems fail and administrative staff are unable to perform most of their daily tasks. Therefore, to ensure uninterrupted District operations and provide for a shelter in place facility due to severe weather emergencies the staff recommends approval and award of a contract to install a backup generator and related facilities.

Background: The original project estimate and budget was $90,000 for construction and $13,000 for construction management. The NCRTD issued the Invitation for Bid (IFB) originally in July and then again in October of 2016. In both cases, there were either no responses to the IFBs or the bid amounts far exceeded the engineer's estimate for the project. Staff reissued the IFB again in December 2016 and received four bids in January. The bids including the bid alternate ranged from a high of $141,350.66 to $98,233.87. The lowest bid for the construction of the generator, wall, and gate was from Omega Contractors of Albuquerque for $98,233.87 (including GRT). Due to unforeseen construction cost the NCRTD typically budgets an additional 10% contingency to insure the timely completion of projects. Therefore, the estimated project budget, without construction management, is now $108,000.

The construction management portion can be performed under a separate existing contract with Wilson and Company as part of their on-call Engineering Contract with NCRTD that was awarded in February 2016. Their estimate for the project construction management is $12,852 after the annual contractual increase takes effect in February 2017.

Recommended Action:

1. Amend the capital project budget for the Española Facility Backup Generator from $90,000 to $108,000 ($98,233 + 10% Contingency Budget). This increase can be offset by the decrease in the ITS project budget for Taos from $191,537 to $92,796. This decrease will not affect the ITS project, since the project was completed in August 2016. This change will modify the capital project budget to reflect the actual amount spent in FY2017 on the ITS project. Since the Taos ITS project budget was 80% grant funded using NMDOT 5311 grant funding, the actual cash savings to the NCRTD will be 20% of the revised project budget or $19,748. This amount can be reallocated to the Backup Generator Project. Reducing the grant project budget of the ITS project is a clerical correction to the budget and no capital grant funds are being lost by this action, because those grants were spent and received in FY2016.

2. Authorize the Executive Director to execute a contract for $98,233.87 to Omega Contractors for the installation and construction of a backup generator for the Española Facility.

3. Provide additional authorization to the Executive Director, if required, to increase the award to Omega Contractors if there are unforeseen construction expenses not to exceed the project budget.

Options/Alternatives:

1. Take no action; or
2. Adopt the recommendations, (recommended); or
3. Not adopt the recommendations and provide further direction to Staff.

Fiscal Impact:

The overall impact to the budget will be a $80,741 decrease to the capital project budget that will need to be approved by resolution.

Attachments:

- Resolution No. 2017-07 Amending the FY2017 Capital Project Budget
- IFB#2016-001R2 NCRTD Backup Generator Project Bid Documents
- IFB#2016-001R2 NCRTD Backup Generator Project Plans
- Bid Results for IFB#2016-001R2
- Omega Contractors Bid Response

North Central Regional Transit District (NCRTD)

Resolution No. 2017- 07

ADOPTION OF A RESOLUTION FOR AMENDING THE FISCAL YEAR 2017 BUDGETED REVENUES AND EXPENDITURES

WHEREAS, the Governing body of the NCRTD has developed a budget for Fiscal Year FY2017; and

WHEREAS, the District budgeted for the Española Facility Backup Generator project based on estimates; and

WHEREAS, the District received bids for the project greater than the original estimate; and

WHEREAS, the District has recognized the additional amount needed for the project; and

WHEREAS, the District has sufficient budget designated but unused for other capital projects that can be transferred to this project; and

WHEREAS, the staff is requesting to transfer budget authority of $ 18,000 for this project from the ITS Taos Upgrade project; and

WHEREAS, the $18,000 can be reallocated from the ITS Taos Upgrade project amount to the Española Facility Backup Generator project without compromising the Taos project; and

WHEREAS, the Districts revenues and expenses can be reconciled as described below.

NOW THEREFORE BE IT RESOLED that, the Board of Directors of the NCRTD hereby approves the following budget amendments:

REVENUES	
NMDOT 5311 Capital -	-$ 78,993
Use of Fund Balance	-$ 1,748
	-$ 80,741

EXPENDITURES	
ITS Taos Upgrade Project	-$ 98,741
Española Facility Backup Generator Project	$ 18,000
	-$ 80,741

WHEREAS, the Board of Directors of the NCRTD, State of New Mexico, hereby adopts the budget amendment described herein and amended FY2017 budget and respectfully requests approval from the State of New Mexico's Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 3RD DAY OF FEBRUARY, 2017

_____
Daniel R. Barrone, Board Chair

Approved as to form:

_____
Peter Dwyer, Counsel

CONSTRUCTION and BID DOCUMENTS
FOR

NCRTD ESPANOLA OFFICE BACKUP GENERATOR
ESPANOLA, NEW MEXICO
IFB 2016-001R2

DECEMBER 2016

PREPARED BY

North Central Regional Transit District
1327 N. Riverside Drive
Espanola, NM 87532
Phone (505) 626-4701

PLANS PREPARED BY

Wilson & Company
4900 Lang Ave. NE
Albuquerque, New Mexico 87019
Phone (505) 348-4000
Fax (505) 348-4072

TABLE OF CONTENTS

DESCRIPTION	PAGE(S)
Advertisement for Bids	3
Instructions to Bidders	4 to 15
Bid Form	16 to 23
Bidder's Listing of Subcontractors (Subcontractor's Fair Practices Act)	24
Bidder's Listing of Contractors & Subcontractors valued at $60,000 or more subject to the Public Works Minimum Wage Act	25
Public Works Contracts Registration of Contractor & Subcontractors	26
EEOC Form	27
Bid Bond	28 to 29
Qualifications Statement	30 to 41
Notice of Award	42
Standard Form of Agreement Between Owner and Contractor	43 to 50
Notice to Proceed	51
Performance Bond	52 to 54
Labor and Materials Payment Bond	55 to 57
Certification of Substantial Completion	58
Standard General Conditions of the Construction Contract	59 to 126
Work Change Order	127
Change Order	128
Field Order	129
Wage Rate Determination	130 to 131
Notice to Contractor	132
Technical Specifications	133 to 162

ADVERTISEMENT FOR BIDS
IFB#2016-001R2

Sealed bid proposal on forms prepared by Wilson & Company, Inc., E&A (hereinafter called "Consultant" and "Project Manager") will be received by the North Central Regional Transit District, Mr. Troy Bingham (hereinafter called "NCRTD" and "Owner"), 1327 N. Riverside Drive, Espanola, NM, until 11:00 a.m. (local time) on Friday, January 20, 2016, and will be publicly opened and read aloud immediately thereafter for: NCRTD Espanola Office Backup Generator, located in Espanola, New Mexico. Work to include a backup power system for the NCRTD Espanola Regional Office in the event of a power outage. The backup power will be provided via an 80kW diesel powered generator that will sit on the property. As an **optional** bid alternate to the project, the NCRTD is looking for bids on a CMU sound attenuated enclosure with a steel gate for the generator.

A. Bidders must possess appropriate contracting license (EE-98 or EE-98J or other satisfactory classification) as regulated by Construction Industries Division, 2550 Cerrillos Road, Santa Fe, NM 87505, Phone: (505) 476-4700

B. Resident/ Veterans bidder's preference is not applicable for this Project.

A Non-Mandatory Pre-Bid meeting will be held for this project at North Central Regional Transit District, 1327 N, Riverside Drive, Espanola, NM at 11:00 a.m. on Tuesday, January 3, 2016. Plans, specifications, and other contract documents may be obtained over the internet at http://ncrtd.org/requests.aspx. Businesses without Internet access may obtain these documents upon request by coming to North Central Regional Transit District 1327 N. Riverside Drive between the hours of 8:00 am to 5:00 pm.

Potential Bidders/Offerors should refer to http://ncrtd.org/requests.aspx to receive copies of all further communications including amendments/addenda to the bid documents.

Each proposal shall be submitted in accordance with the Information for Bidders and shall be accompanied by an acceptable Proposal Guarantee in the form of a Bid Bond or Certified Check in the amount equal to five percent (5%) of the total bid amount, made payable to the North Central Regional Transit District, as a guaranty that if the proposal is accepted, the bidder will execute the Contract and file acceptable Performance and Labor and Material Payment Bonds within seven (7) calendar days after award of the Contract.

North Central Regional Transit District reserves the right to reject any or all proposals and to waive any informality or technicality in any proposal.

Decisions of the State Labor Commissioner setting wage rates will be a part of the Contract.

Date: 12/20/2016

Troy Bingham, Finance Director

Advertisement will be published in the Albuquerque Journal on December 25th, 2016 and January 1st, 2017

INSTRUCTION TO BIDDERS
TABLE OF CONTENTS

Page

ARTICLE 1 – Defined Terms 5
ARTICLE 2 – Copies of Bidding Documents 5
ARTICLE 3 – Qualifications of Bidders 5
ARTICLE 4 – Examination of Site; Owner's Safety Program; Other Work at the Site 6
ARTICLE 5 – Bidder's Representations 8
ARTICLE 6 – Pre-Bid Conference 9
ARTICLE 7 – Interpretations and Addenda 9
ARTICLE 8 – Bid Security 9
ARTICLE 9 – Contract Times 10
ARTICLE 10 – Liquidated Damages 10
ARTICLE 11 – Substitute and "Or-Equal" Items 10
ARTICLE 12 – Subcontractors, Suppliers, and Others 10
ARTICLE 13 – Preparation of Bid 11
ARTICLE 14 – Basis of Bid 12
ARTICLE 15 – Submittal of Bid 13
ARTICLE 16 – Modification and Withdrawal of Bid 13
ARTICLE 17 – Opening of Bids 13
ARTICLE 18 – Bids to Remain Subject to Acceptance 13
ARTICLE 19 – Evaluation of Bids and Award of Contract 14
ARTICLE 20 – Bonds and Insurance 14
ARTICLE 21 – Signing of Agreement 14
ARTICLE 22 – Prompt payment act 15
ARTICLE 23 – Wage Rates 15
ARTICLE 24 - Workers Compensation Insurance 16

INSTRUCTIONS TO BIDDERS

ARTICLE 1-DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – Wilson & Company, Inc., Engineers & Architects.

B. *Owner* – North Central Regional Transit District

C. *Successful Bidder* – The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNERS's evaluation as hereinafter provided) makes an award.

D. *Bidding Documents* – Included the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, the Bid Bond or other Bid Security, and the proposed Contract Documents (including all Addenda issue prior to receipt of Bids)

E. *Contract Specifications* - The "Technical Specification Division 26 Electrical" latest's edition, is hereby incorporated by referenced.

Other terms are defined in this Section 00100. Additional terms used in these Instructions to Bidders have the meaning indicated below which are applicable to both the singular and plural thereof:

New Mexico Resident/Veterans Bidder's Preference – preferences are not applicable to this project.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition and unwritten within 10 Calendar days after opening of Bids.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 3 Calendar days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the state where the Project is located.

B. Bidder's state or other contractor license number, if applicable.

C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."

D. Evidence of Financial data demonstrating ability to perform work.

E. Name and reference less the 5 years from bid date for similar project.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime

contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings; ***No Reports available for this project.***

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-Bid conference will be held for this project as stated in the advertisement to bid. Representatives of Owner and Engineer will be available if contacted to discuss the Project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents. No addendum will be issued within 48 hours of the bid opening.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 Calendar days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after

the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, **milestones are to be achieved** for Substantial Completion and readiness for final payment are to be set forth by Bidder in the Bid and will be entered into the Agreement (or incorporated therein by reference to the specific language of the Bid). Base Bid Substantial Completion is desired within 120 Calendar Days Final Completion is desired within 150 calendar days. The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion and be ready for final payment within the times designated in the Bid.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work:

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink or typed and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.04 A Bid by an individual shall show the Bidder's name and official address.

13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.06 All names shall be printed in ink below the signatures.

13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

13.10 Listing of subcontractors; requirements. Any using agency taking bids for any public works construction project shall provide in the bidding documents prepared for that project a listing threshold which shall be three thousand dollars ($3,000) or one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater. If the bidding documents do not include a listing threshold, then the using agency shall supply the listing threshold.

ARTICLE 14 – BASIS OF BID

14.01 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 Bidder is required to submit one unbound copy of the completed Bid Form, Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Todd Bingham, Procurement Agent, North Central Regional Transit, 1327 N. Riverside Drive, Espanola, NM 87532.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 10 Calendar days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement

(and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – PROMPT PAYMENT ACT

22.01 The law limits the time owner and contractor have to make progress payment for work over which there is no dispute about payment. The law applied to both public and private construction work per the Prompt Payment Act section 57-28-5 NMSA 1978.

ARTICLE 23 – WAGE RATES

23.01 The Bidder's attention is directed to the fact that wages to be paid on this Project shall not be less than the prevailing wage rates as listed by the New Mexico State Office of Labor Commissioner and in effect at the scheduled closing time for receipt of bids. Refer to Wage Rates Determination.

23.02 Per Article 4, Section 13-4-13.1.1 NMSA 1978 Except as otherwise provided in this subsection, in order to submit a bid valued at more than sixty thousand dollars ($60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than sixty thousand dollars ($60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 to 13-4-17 NMSA 1978], Registration forms can be located at http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks

ARTICLE 24 - WORKER'S COMPENSATION INSURANCE/NON-RESIDENT CONTRACTORS

24.01 Notice is given that in addition to the requirements of the General Conditions of the Contract, Non-Resident Contractors shall comply with the provisions of Sections 52-1-66; 59A-17-10.1; 59A-18-1; and 59A-18-12 NMSA 1978, pertaining to the worker's compensation insurance policy and rate for employers not domiciled in New Mexico.

Contractor: _____

BID FORM

This Bid is submitted to North Central Regional Transit District (hereinafter called "OWNER").

1. The undersigned (hereinafter called "BIDDER"), in compliance with your invitation for bids for the NCRTD Espanola Office Backup Generator , having examined the drawings and specifications, with related documents, and having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, materials and supplies, hereby proposes to furnish all labor, materials and supplies, permits, in accordance with the contract documents at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

2. **BID: The Bidder agrees to perform all of the following Work for the Bid amount for NCRTD Espanola Office Backup Generator determined as follows:**

TABLE OF CONTENTS

Page

ARTICLE 1 – Bid Recipient 19
ARTICLE 2 – Bidder's Acknowledgements 19
ARTICLE 3 – Bidder's Representations 19
ARTICLE 4 – Bidder's Certification 20
ARTICLE 5 – Basis Bid 21
ARTICLE 6 – Time of Completion 22
ARTICLE 7 – Attachments to this Bid 22
ARTICLE 8 – Defined Terms 22
ARTICLE 9 – Bid Submittal 23

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

North Central Regional Transit District
1327 N. Riverside Dr.
Espanola, NM, 87532

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	**Addendum, Date**
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings. ***No Reports available for this project.***

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	BID PRICE
Base Bid – Electrical Generator and Building Connection					
1a	80kW Generator and 400 Amp Automatic Transfer switch	1	LS		
1b	Generator block heater/low voltage feeder	1	LS		
1c	Generator feeder to ATS	1	LS		
1d	Wall Unistrut Frame	1	LS		
1e	Connect ATS to Disconnect and to Panel A	1	LS		
1f	Trenching/Asphalt Repair	1	LS		
1g	Electric Utility-2 trips to energize/de-energize the service	1	AL	$2,400.00	
[OPTIONAL] Bid Alternate - Cement Block Enclosure with Decorative Gate					
2a	Cement Block Enclosure with Gate	1	LS		
2b	Bollards	1	LS		
2c	Asphalt Repair	1	LS		

SUBTOTAL BASE BID ITEMS 1(a-g) $_____

NM GROSS RECEIPTS TAX (NMGRT) AT 8.5625% $_____

BASE BID PLUS NMGRT **$_____**

[OPITONAL] BID ALTERNATE 2(a-c) $_____

NM GROSS RECEIPTS TAX (NMGRT) AT 8.5625% $_____

TOTAL CONTRACT - BASE BID PLUS BID ALTERNATE AND NMGRT **$_____**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bonds required under Paragraph 6.01 of the General Conditions will be based on the Total Contract Price if bidding on optional Bid Alternate.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be Substantially complete within 120 Calendar days and ready for final payment within 150 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

6.02 BIDDER further agrees to pay, as liquidated damages, the amount of ($500) five hundred dollars for each consecutive calendar day thereafter as provided in the Supplementary Conditions.

A. Upon receipt of Notice of Recommendation to Award, BIDDER shall execute the formal Contract Documents within five (5) Calendar days and deliver the Performance Bond, Labor and Material Payment Bond, and Certificates of Insurance as required herein.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. Certification of Bidder Regarding Affirmative Action/Equal Employment Opportunity and Non-discrimination form;

D. Bidders Listing of Subcontractors for Compliance with Subcontractor Fair Practices Act.

E. Bidders listing of "Public Works Contracts" Registration of Contractors and Subcontractors.

F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

G. Contractor's License No.: _____

H. Contractor's Department of Labor Registration Number :_____

I. Resident Contractor or Resident Veteran if applicable. Certificate Number:___*N/A*___

J. Contractors FIN: _____

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

_____

BIDDER'S LISTING of SUBCONTRACTORS

for

COMPLIANCE with SUBCONTRACTORS FAIR PRACTICES ACT

PROJECT: NCRTD Espanola Office Backup Generator
BIDDER must list all Subcontractors to be used for work identified in the Supplementary Conditions, when the subcontract amount exceeds the listing threshold: $6,000
[Use additional sheets if necessary.]

NAME OF SUBCONTRACTOR and LOCATION OF PLACE OF BUSINESS	CATEGORY of WORK of SUBCONTRACTOR
(Name)	(Category)
(Location)	
(Name)	(Category)
(Location)	
(Name)	(Category)
(Location)	
(Name)	(Category)
(Location)	
(Name)	(Category)
(Location)	

NOTICE TO BIDDER

The above listing must include the NAME, LOCATION OF PLACE OF BUSINESS and CATEGORY OF WORK, which will be done by each subcontractor on the list. List only one subcontractor for each category of work. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL MAKE THE BID NON–RESPONSIVE and the Bid will be rejected.

CONTRACTOR:

FIRM:_____

By:_____
Title:_____

Date:_____

BIDDERS LISTING OF "PUBLIC WORKS CONTRACTS—REGISTRATION OF CONTRACTORS AND SUBCONTRACTORS

A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a public works project that is subject to the Public Works Minimum Wage Act.

Project: NCRTD Espanola Office Backup Generator

SUBCONTRACTOR NAME/ CATEGORY OF WORK	DEPARTMENT OF LABOR REGISTRATION NUMBER	DATE OF REGISTRATION

NOTICE TO BIDDER
The above listing must include the NAME, LOCATION OF PLACE OF BUSINESS and CATEGORY OF WORK which will be done By each subcontractor on the list. List only One subcontractor for each category of work. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL MAKE THE BID NON-RESPONSIVE and the Bid will be rejected.

CONTRACTOR:
FIRM: _____
By: _____
TITLE: _____
DATE: _____

"PUBLIC WORKS CONTRACTS-REGISTRATION OF CONTRACTORS AND SUBCONTRACTORS"

A. Except as otherwise provided in this subsection, a contractor or subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a public works project that is subject to the Public Works Minimum Wage Act shall be registered with the labor and industrial division of the labor department. All tiers of subcontractors shall be subject to the requirements of this subsection. Bidding documents issued or released by a state agency shall include notification that the contractor or subcontractor is required to register pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.

The state or any political subdivision of the state shall not accept a bid on a public works project subject HB 471 to the Public Works Minimum Wage Act from a contractor that does not provide proof of required registration for itself or its subcontractors.

B. Contractors and subcontractors may register with the division on a form provided by the division and in accordance with labor department rules. The division shall charge an annual registration fee of two hundred dollars ($200.00). The division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.

C. Registration fees collected by the division shall be deposited in the labor enforcement fund."

Section 2. A new section of the Public Works Minimum Wage Act is enacted to read:

"LABOR ENFORCEMENT FUND—CREATION—USE. – The "labor enforcement fund" is created in the state treasury. The fund shall consist of contractor and subcontractor registration fees collected by the labor and industrial division of the labor department and all investment and interest income from the fund. The fund shall be administered by the division and money in the fund is appropriated to the division for administration and enforcement of the Public Works Minimum Wage Act. Money in the fund shall not revert to the general fund at the end of a fiscal year."

Section 3. A new section of the Public Works Minimum Wage Act is enacted to read:

"REGISTRATION CANCELLATION, REVOCATION, SUSPENSION - - INJUNCTIVE RELIEF. - - The director of the labor and industrial division of the labor department may:

A. Cancel, revoke or suspend with conditions, including probation, the registration of any party required to be registered pursuant to the Public Works Minimum Wage Act for failure to comply with the registration provisions or for good cause, subject to appeal pursuant to Section 13-4-15 NMSA 1978; and

B. Seek injunctive relief in district court for failure to comply with the registration provisions of the Public Works Minimum Wage Act. HB 471

CERTIFICATION OF BIDDER REGARDING
AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY
AND NONDISCRIMINATION

PROJECT: NCRTD Espanola Office Backup Generator

The Bidder hereby acknowledges and agrees to abide by the Special provisions for Affirmative Action/Equal Employment Opportunity and Nondiscrimination and all other provisions, regulations, of the OWNER for Affirmative Action/Equal Employment Opportunity and Nondiscrimination.

The Bidder has participated with any agency in a previous contract or subcontract subject to any Equal Employment Opportunity and Nondiscrimination in Employment requirements?

Yes ( ) No ( )

Compliance reports were required to be filled in connection with such contract or subcontract?

Yes ( ) No ( )

The Bidder has filed all compliance reports due under applicable instructions? If answer to this statement is "No, explain in detail on the reverse side of this certification.

_____
Name of Bidder

_____
Address of Bidder

_____
Telephone Number

_____
By (Signature) (Date)

_____
Printed Name & Title of Bidder's Authorized Representative.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*: North Central Regional Transit District
1327 N. Riverside Drive
Espanola, NM 87532

BID

Bid Due Date:

Description *(Project Name— Include Location)*: NCRTD Espanola Office Backup Generator

BOND

Bond Number:

Date:

Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

_____

_____

2. SUBMITTED TO: _____

3. SUBMITTED FOR: _____

Owner: _____

Project Name: _____

_____

_____

_____

TYPE OF WORK: _____

_____

_____

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer:_____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES:_____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

NOTICE OF AWARD

Date of Issuance:

Owner:	North Central Regional Transit District	Owner's Contract No.:	2016-001
Engineer:	Wilson & Company	Engineer's Project No.:	1610004002
Project:	NCRTD Espanola Office Backup Generator	Contract Name:	NCRTD Espanola Office Backup Generator

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

_____ .

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: $_____ *[note if subject to unit prices, or cost-plus]*

[ ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[Revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Wilson & Company [____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:**

Authorized Signature

By:

Title:

Copy: Engineer

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between North Central Regional Transit District ("Owner") and Omega Contractors ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows *backup power system for the NCRTD Espanola Regional Office in the event of a power outage. The backup power will be provided via an 80kW diesel powered generator (excluding cement wall and decorative gate with surrounding bollards bid alternate as described on the plan A-101).*

1.02 **BID ALTERNATE** - Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows *cement block wall enclosure and decorative gate with surrounding bollards as described on the plan A-101.*

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *NCRTD Espanola Office Backup Generator.*

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Wilson & Company.

3.02 The Owner has retained Wilson & Company, Inc., Engineers & Architects. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be completed and ready for final payment within 150 Calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and in accordance with Paragraph 15.06 of the General Conditions. Substantial completion within 120 Calendar days.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $ 500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $ 500.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

4.05 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item): See attached Bid Form

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work **excluding the bid alternate for a cement wall enclosure and decorative gate with surrounding bollards**, at the prices stated of $ 69,373.61 .

B. For the bid alternate of the cement wall and decorative gate with surrounding bollards, at the prices stated of $ 28,860.26 .

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of *0.00* percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary

Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings. ***No Reports available for this project.***

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 9 to 11, inclusive).
3. Payment bond (pages 12 to 14, inclusive).
4. General Conditions (pages 15 to 78, inclusive).
5. Supplementary Conditions (pages 79 to 79, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of 12 sheets with each sheet bearing the following general title: **North Central Regional Transit – Espanola Office Standby Generator**
8. ~~Addenda (numbers __ to __, inclusive).~~
9. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid (pages 16 to 23, inclusive).

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

9.02 *Other Provisions*

A. Notwithstanding anything to the Contrary in the various contract documents incorporated by reference into this agreement, the NCRTD including the documents listed in section 9.01 of the agreement and the General Notes included as a part of the project plans, the following provisions of the NCRTD procurement code shall supersede any contract provisions to the contrary.

9.03 *Contract clauses.* All the District contracts for goods, service or construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Agent, after consultation with the District's Legal Counsel, may issue clauses appropriate for goods, service or construction contracts, addressing among others the following subjects:

(1) The unilateral right of the District to order, in writing, changes in the work within the scope of the contract;

(2) The unilateral right of the District to order, in writing, temporary stoppage of the work or delaying performance that does not alter the scope of the contract;

(3) Variations occurring between estimated quantities or work in contract and actual quantities;

(4) Defective pricing;

(5) Liquidated damages;

(6) Specified excuses for delay or nonperformance;

(7) Termination of the contract for default;

(8) Termination of the contract in whole or in part for the convenience of the District ;

(9) Suspension of work on a construction project ordered by the District ;

(10) Site conditions differing from those indicated in the contract or ordinarily encountered, except that a differing site conditions clause need not be included in a contract when:

a. The contract is negotiated;

b. The contractor provides the site or design; or

c. The parties have otherwise agreed with respect to the risk of differing site conditions.

(11) Insurance.

9.04 *Price adjustments.* Adjustments in price resulting from the use of contract clauses by Subsection (a) of this section shall be computed in one or more of the following ways:

(1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) By unit prices specified in the contract or subsequently agreed upon;

(3) By the costs attributable to the events or situations under such clauses with adjustments of profit or fee, all as specified in the contracts or subsequently agreed upon;

(4) In such other manner as the contracting parties may mutually agree upon;

(5) In the absence of agreement by the parties, a unilateral determination by the District of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the District , as accounted for in accordance with generally accepted cost accounting principles and subject to the provisions of Article VII of this Chapter.

(6) A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of section 16.

9.05 *Standard clauses and their modification.* The Purchasing Agent, after consultation with the District's Legal Counsel, may establish standard contract clauses for use in the District contracts. If the Purchasing Agent establishes any standard clauses addressing the subjects set forth in subsection (a) of this Section, such clauses may be varied, provided that any variations are supported by a written determination stating the circumstances justifying such variations.

9.06 *Advance payment clause permitted.* Advance payment may be permitted when, in consultation with the District's Legal Counsel, the Purchasing Agent authorizes a contract under Section 3 (b) 4 Procurement of goods, services, or construction items under existing contract, and such prior contract relied upon contains an advance payment clause.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such

consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on February 3, 2017 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	Omega Contractors
By: _____	By: _____
Title: _____	Title: President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: Accountant
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: EE98 #93297

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTICE TO PROCEED

Owner:	North Central Regional Transit District	Owner's Contract No.:	2016-001R2
Contractor:		Contractor's Project No.:	
Engineer:	Wilson & Company	Engineer's Project No.:	1610004002
Project:	NCRTD Espanola Office Backup Generator	Contract Name:	NCRTD Espanola Office Backup Generator
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20____]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Final Completion and readiness for final payment is _____.

Before starting any Work at the Site, Contractor must comply with the following:
Schedule of Values and submittals.

Owner**:**

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*: North Central Regional Transit District
1327 N. Riverside Drive
Española, NM 87532

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: NCRTD Espanola Office Backup Generator

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☑ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in

which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

This agreement, and the rights hereunder, may not be assigned without the consent of the Owner. Such consent shall not be necessary in the context of an acquisition of Surety company, by asset sale, merger, change of control or operation of law or provided that consent is given for an assignment by either party to an entity which succeeds to its business provided that Surety still is located in United States of America.

The Contractor shall promptly and at the Contractor's expense defend, indemnify, and hold harmless the Owner against any legal expense incurred to hold the Contractor responsible for the work performed and promised.

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*: North Central Regional Transit District
1327 N. Riverside Drive
Española, NM 87532

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☑ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by

anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

This agreement, and the rights hereunder, may not be assigned without the consent of the Owner. Such consent shall not be necessary in the context of an acquisition of Surety company, by asset sale, merger, change of control or operation of law or provided that consent is given for an assignment by either party to an entity which succeeds to its business provided that Surety still is located in United States of America.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	North Central Regional Transit District	Owner's Contract No.:	2016-001R2
Contractor:		Contractor's Project No.:	
Engineer:	Wilson & Company	Engineer's Project No.:	1610004002
Project:	NCRTD Espanola Office Backup Generator	Contract Name:	

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None ☐ As follows

Amendments to Contractor's responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

ARTICLE 1 – Definitions and Terminology 63

1.01 Defined Terms 63

1.02 Terminology 67

ARTICLE 2 – Preliminary Matters 68

2.01 Delivery of Bonds and Evidence of Insurance 68

2.02 Copies of Documents 68

2.03 Before Starting Construction 68

2.04 Preconstruction Conference; Designation of Authorized Representatives 69

2.05 Initial Acceptance of Schedules 69

2.06 Electronic Transmittals 69

ARTICLE 3 – Documents: Intent, Requirements, Reuse 70

3.01 Intent 70

3.02 Reference Standards 70

3.03 Reporting and Resolving Discrepancies 70

3.04 Requirements of the Contract Documents 71

3.05 Reuse of Documents 72

ARTICLE 4 – Commencement and Progress of the Work 72

4.01 Commencement of Contract Times; Notice to Proceed 72

4.02 Starting the Work 72

4.03 Reference Points 72

4.04 Progress Schedule 72

4.05 Delays in Contractor's Progress 73

ARTICLE 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions 74

5.01 Availability of Lands 74

5.02 Use of Site and Other Areas 74

5.03 Subsurface and Physical Conditions 75

5.04 Differing Subsurface or Physical Conditions 75

5.05 Underground Facilities 77

5.06 Hazardous Environmental Conditions at Site 78

ARTICLE 6 – Bonds and Insurance 80
6.01 Performance, Payment, and Other Bonds 80
6.02 Insurance—General Provisions 81
6.03 Contractor's Insurance 82
6.04 Owner's Liability Insurance 84
6.05 Property Insurance 84
6.06 Waiver of Rights 86
6.07 Receipt and Application of Property Insurance Proceeds 87
ARTICLE 7 – Contractor's Responsibilities 88
7.01 Supervision and Superintendence 88
7.02 Labor; Working Hours 88
7.03 Services, Materials, and Equipment 88
7.04 "Or Equals" 88
7.05 Substitutes 89
7.06 Concerning Subcontractors, Suppliers, and Others 91
7.07 Patent Fees and Royalties 92
7.08 Permits 93
7.09 Taxes 93
7.10 Laws and Regulations 93
7.11 Record Documents 94
7.12 Safety and Protection 94
7.13 Safety Representative 95
7.14 Hazard Communication Programs 95
7.15 Emergencies 95
7.16 Shop Drawings, Samples, and Other Submittals 95
7.17 Contractor's General Warranty and Guarantee 97
7.18 Indemnification 98
7.19 Delegation of Professional Design Services 99
ARTICLE 8 – Other Work at the Site 99
8.01 Other Work 99
8.02 Coordination 100
8.03 Legal Relationships 100
ARTICLE 9 – Owner's Responsibilities 101
9.01 Communications to Contractor 101
9.02 Replacement of Engineer 101

9.03 Furnish Data 102
9.04 Pay When Due 102
9.05 Lands and Easements; Reports, Tests, and Drawings 102
9.06 Insurance 102
9.07 Change Orders 102
9.08 Inspections, Tests, and Approvals 102
9.09 Limitations on Owner's Responsibilities 102
9.10 Undisclosed Hazardous Environmental Condition 102
9.11 Evidence of Financial Arrangements 102
9.12 Safety Programs 102
ARTICLE 10 – Engineer's Status During Construction 103
10.01 Owner's Representative 103
10.02 Visits to Site 103
10.03 Project Representative 103
10.04 Rejecting Defective Work 103
10.05 Shop Drawings, Change Orders and Payments 103
10.06 Determinations for Unit Price Work 104
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work 104
10.08 Limitations on Engineer's Authority and Responsibilities 104
10.09 Compliance with Safety Program 104
ARTICLE 11 – Amending the Contract Documents; Changes in the Work 105
11.01 Amending and Supplementing Contract Documents 105
11.02 Owner-Authorized Changes in the Work 105
11.03 Unauthorized Changes in the Work 106
11.04 Change of Contract Price 106
11.05 Change of Contract Times 107
11.06 Change Proposals 107
11.07 Execution of Change Orders 108
11.08 Notification to Surety 108
ARTICLE 12 – Claims 108
12.01 Claims 108
ARTICLE 13 – Cost of the Work; Allowances; Unit Price Work 110
13.01 Cost of the Work 110
13.02 Allowances 112
13.03 Unit Price Work 112

ARTICLE 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work .. 113
14.01 Access to Work 113
14.02 Tests, Inspections, and Approvals 113
14.03 Defective Work 114
14.04 Acceptance of Defective Work 115
14.05 Uncovering Work 115
14.06 Owner May Stop the Work 115
14.07 Owner May Correct Defective Work 116
ARTICLE 15 – Payments to Contractor; Set-Offs; Completion; Correction Period 116
15.01 Progress Payments 116
15.02 Contractor's Warranty of Title 119
15.03 Substantial Completion 119
15.04 Partial Use or Occupancy 120
15.05 Final Inspection 121
15.06 Final Payment 121
15.07 Waiver of Claims 122
15.08 Correction Period 122
ARTICLE 16 – Suspension of Work and Termination 123
16.01 Owner May Suspend Work 123
16.02 Owner May Terminate for Cause 123
16.03 Owner May Terminate For Convenience 124
16.04 Contractor May Stop Work or Terminate 125
ARTICLE 17 – Final Resolution of Disputes 125
17.01 Methods and Procedures 125
ARTICLE 18 – Miscellaneous 125
18.01 Giving Notice 125
18.02 Computation of Times 126
18.03 Cumulative Remedies 126
18.04 Limitation of Damages 126
18.05 No Waiver 126
18.06 Survival of Obligations 126
18.07 Controlling Law 126
18.08 Headings 126

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four

words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3. ***All work shall comply with the New Mexico American Public Works Association Standard Specifications for Public Works Construction, 2006 edition as attended.***

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by

Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste

materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground

Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for

such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as

Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles.

Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

   a. Such insurance shall be maintained for three years after final payment.

   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible

amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of

the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or

equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that:

        1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

        3) it has a proven record of performance and availability of responsive service; and

        4) it is not objectionable to Owner.

    b. Contractor certifies that, if approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent

possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

    a. shall certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design,

        2) be similar in substance to that specified, and

        3) be suited to the same use as that specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

    c. will identify:

        1) all variations of the proposed substitute item from that specified, and

        2) available engineering, sales, maintenance, repair, and replacement services.

    d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the

replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract

Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors,

members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the

indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner

may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this

paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the

Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the

maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

   d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

   e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

   f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

   g. The cost of utilities, fuel, and sanitary facilities at the Site.

   h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

   i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the

measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of

Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Twenty-five days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the

preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial

Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all disputes that Contractor believes are unsettled; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is

satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Work Change Directive No.

Date of Issuance:		Effective Date:	
Owner:	North Central Regional Transit District	Owner's Contract No.:	2016-001R2
Contractor:		Contractor's Project No.:	
Engineer:	Wilson & Company	Engineer's Project No.:	1610004002
Project:	NCRTD Espanola Office Backup Generator	Contract Name:	

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price $ [increase] [decrease].

Contract Time days [increase] [decrease].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title:	Title:	Title:
Date:	Date:	Date:

Approved by Funding Agency (if applicable)

By: Date:

Title:

Change Order No. _____

Date of Issuance:		Effective Date:	
Owner:	North Central Regional Transit District	Owner's Contract No.:	2016-001R2
Contractor:		Contractor's Project No.:	
Engineer:	Wilson & Company	Engineer's Project No.:	1610004002
Project:	NCRTD Espanola Office Backup Generator	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $_____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $_____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

245

Field Order No. _____

Date of Issuance:		Effective Date:	
Owner:	North Central Regional Transit District	Owner's Contract No.:	2016-001R2
Contractor:		Contractor's Project No.:	
Engineer:	Wilson & Company	Engineer's Project No.:	1610004002
Project:	NCRTD Espanola Office Backup Generator	Contract Name:	

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____ Specification(s) _____ Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

Copy to: Owner

STATE WAGE RATE DECISION NO:

RA-16-2024-A

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2016

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	23.32	8.04
Carpenter/Lather	23.40	9.02
Cement Mason	17.11	6.32
Ironworker	26.50	14.32
Painter (Brush/Roller/Spray)	16.00	5.58
Electricians (outside)		
Groundman	21.28	10.53
Equipment Operator	30.54	12.94
Lineman/Wireman or Tech	35.94	14.34
Cable Splicer	39.52	15.28
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	12.20	5.30
Group II	12.50	5.30
Group III	12.90	5.30
Operators		
Group I	16.69	6.16
Group II	17.44	6.16
Group III	17.55	6.16
Group IV	17.63	6.16
Group V	17.75	6.16
Group VI	17.89	6.16
Group VII	18.27	6.16
Group VIII	18.50	6.16
Group IX	25.45	6.16
Group X	28.35	6.16
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT WWW.DWS.STATE.NM.US.

NOTICE TO CONTRACTORS

NCRTD Espanola Office Backup Generator Project
IFB# 2016-001R2

YOU ARE HEREBY ADVISED OF THE FOLLOWING:

Contractor to be aware that the site at North Central Regional Transit Department has ground water issues.
Contractor to be aware that trenching and backfilling may involve dealing with existing ground stabilization structures located below grade. (aka 2' of concrete).

TECHNICAL SPECIFICATIONS

TOC

Section 26 0500.....Basic Electrical Materials & Methods

Section 26 0519.....Conductors & Cables

Section 26 0526.....Grounding and Bonding

Section 26 0533.....Raceways & Boxes

Section 26 0553.....Electrical Identification

Section 26 3200.....Standy Generator

Section 26 3623.....Automatic Transfer Switch

SECTION 26 0500
BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 GENERAL

1.01 SUMMARY

A. This Section includes general electrical requirements, and specific requirements on supports and electrical metering.

1.02 SUBMITTALS

A. Product Data: Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of electrical support component used

B. Shop Drawings:
   1. Descriptive information that states conformance to codes, recognized testing, or manufacturing standards.
   2. Manufacturer's name and catalog cuts listing type, model No., catalog No., materials, styles, finish.

1.03 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction such as Underwriters Laboratories, Inc., and marked for intended use.

B. Perform Work in accordance with the current edition of the National Electrical Code (NEC) and the National Electrical Safety Code (NESC).

C. Perform Work in accordance with local ordinances, codes and statutes.

D. Work shown and specified in these Contract Documents establishes the minimum standard of construction. Comply with any additional requirements of the codes or local requirements.

1.04 COORDINATION

A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow:
   1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.

B. Coordinate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.

C. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces. Comply with the requirements of the NEC.

D. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.

1.05 ELECTRICAL SERVICE

A. Coordinate with the local electric utility company, Jemez Mountains Electric Co-Op.

PART 2 PRODUCTS

2.01 SUPPORTING DEVICES

A. Continuous Slot Channel (Strut) Steel Support Systems: Comply with Metal Framing Manufacturers Association Standard MFMA-3, factory-fabricated components for field assembly.
   1. Finishes:
      a. Hot-dip galvanized: Hot-dip galvanized after fabrication and applied according to MFMA-3.
      b. Electro-galvanized: Electroplated coating of zinc after fabrication and applied according to MFMA-3.
      c. Pre-galvanized: Hot dip galvanized prior to fabrication applied according to MFMA-3.

d. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-3.
e. Epoxy Coatings: Strut and fittings shall be painted with water born epoxy according to MFMA-3.
f. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-3.

2. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
3. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
4. Channel Dimensions: Selected for structural loading.
5. Rated Strength: Selected to suit structural loading.

B. End caps. Provide end caps on all channels. End caps shall match coating color, PVC plastic, manufactured for the specific size of channel furnished.

C. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

D. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following requirements.
1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened Portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated or stainless steel as required in Part 3 of this specification, for use in hardened Portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
3. Through Bolts: Structural type, hex head, high strength. Comply with ASTM A325.
4. Toggle Bolts: All-steel springhead type.
5. Hanger Rods: Threaded steel.

2.02 CONDUCTORS IN VERTICAL CONDUIT

A. Support for Conductors in Vertical Conduit: Provide a factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.

2.03 EQUIPMENT ENCLOSURES

A. Do not install equipment in a more severe environment than recommended by the equipment manufacturer. When not indicated, provide enclosures suitable for the environment in which they are located in accordance with NEMA Standard No. 250.

2.04 DISCONNECT MEANS

A. Provide each motor with a disconnecting means where required by the NEC.

2.05 DEVICE CONNECTIONS

A. Provide suitable lugs or connectors to accommodate line and load side conductors shown on the Drawings. Where available device connections are inadequate for the number and/or size of conductors required, provide bus extensions, adapter plates or power distribution blocks as required.

2.06 TOUCHUP PAINT

A. For Equipment: Equipment manufacturer's paint selected to match installed equipment finish.

B. Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

PART 3 EXECUTION

3.01 ELECTRICAL EQUIPMENT INSTALLATION

A. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide the maximum possible headroom.

B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.

C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.

D. Working clearance. Provide working clearance as required by the NEC.

E. Dedicated space. Provide dedicated space for electrical equipment as required by the NEC.

3.02 ELECTRICAL SUPPORTING DEVICE APPLICATION

A. Damp or Wet Locations and Outdoors: Provide hot dip galvanized steel slot (strut) channel, aluminum channel, or stainless steel (Type 304 or 316) channel. Provide stainless steel anchor bolts.

B. Indoor, Dry Locations: Provide pre-galvanized or electro-galvanized steel slot (strut) channel.

C. Field Cuts: Grind all edges smooth, make cuts square unless angles are required for installation. Paint field cuts of galvanized steel channel with a galvanizing solution or zinc rich paint. Install end caps on all exposed channel ends.

3.03 SUPPORT INSTALLATION

A. Install support devices to securely and permanently fasten and support electrical components.
   1. Do not fasten supports to piping, ceiling support wires, ductwork, mechanical equipment, or conduit.
   2. Install surface-mounted cabinets and panelboards with minimum of four anchors.
   3. Provide metal channel supports to stand cabinets and conduit one inch off wall in wet locations.
   4. Bridge studs top and bottom with channels to support flush-mounted cabinets and panelboards in stud walls.

B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.

D. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.

E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.

F. Install 1/4-inch- (6-mm-) diameter or larger threaded steel hanger rods, unless otherwise indicated.

G. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1-1/2-inch (38-mm) and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports. Do not use spring steel fasteners in damp, wet or corrosive locations.

H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.

I. Simultaneously install vertical conductor supports with conductors.

J. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches (610 mm) from the box.

K. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.

L. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.

M. Securely fasten electrical items and their supports to the building structure per the following requirements, unless otherwise indicated. Perform fastening according to the following requirements unless other fastening methods are indicated. Verify with manufacturer the suitability of fasteners in subparagraphs below for use in lightweight concrete or concrete slabs less than 4 inches (100 mm) thick. Fasteners which fracture or damage surfaces are not acceptable.
   1. Wood: Fasten with wood screws or screw-type nails.
   2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
   3. New Concrete: Concrete inserts with machine screws and bolts.
   4. Existing Concrete: Expansion bolts.
   5. Instead of expansion bolts, threaded studs driven by a powder charge and provided with lock washers may be used.
   6. Steel: Welded threaded studs or spring-tension clamps on steel.
   7. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
   8. Light Steel: Sheet-metal screws.
   9. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

3.04 CONDUCTORS IN VERTICAL CONDUIT

A. Provide support for conductors in vertical conduit where required by Article 300 of the NEC.

3.05 FIRESTOPPING

A. Apply U.L. listed firestopping to cable and raceway penetrations of fire-rated floor and wall assemblies to achieve fire-resistance rating of the assembly. See architectural drawings for locations of fire rated floors, walls, ceilings and partitions.

3.06 DEMOLITION

A. Protect existing electrical equipment and installations indicated to remain. If damaged or disturbed in the course of the Work, remove damaged portions and install new products of equal capacity, quality, and functionality.

B. Accessible Work: Remove exposed electrical equipment and installations, indicated to be demolished, in their entirety.

C. Abandoned Work: Remove all abandoned wiring. In exposed locations, cut and remove buried raceway 2 inches (50 mm) below the surface of adjacent construction. Cap raceways and patch surface to match existing finish. In concealed locations, cut raceways flush with surface. Plug or cap raceways.

D. Remove, store, clean, reinstall, reconnect, and make operational components indicated for relocation.

3.07 EXISTING ELECTRICAL WORK

A. Verify that abandoned wiring and equipment serve only abandoned facilities.

B. Coordinate utility service outages and reconnections with Utility Company and Owner.

C. Provide temporary wiring and connections to maintain existing systems in service during construction.

D. Remove, relocate, and repair existing installations to accommodate new construction.

E. Maintain access to existing, active electrical installations.

F. Extend existing installations using materials and methods compatible with existing electrical installations, and as specified.

3.08 CUTTING AND PATCHING

A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.

B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing firestopping has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.

3.09 REFINISHING AND TOUCHUP PAINTING

A. Refinish and touch up painting:
   1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
   2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
   3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
   4. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.10 CLEANING AND PROTECTION

A. On completion of installation, inspect and clean all electrical equipment and enclosures including panelboard, switchboard, transformer, motor control center, control panel and electrical enclosure interiors, light fixtures and lenses, outlet boxes, floor mounted devices, fittings, and wiring devices. Remove burrs, dirt, paint spots, and construction debris.

B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 26 0519
CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SUMMARY

A. This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.02 SUBMITTALS

A. Shop Drawings:
   1. Descriptive information that states conformance to codes, recognized testing or manufacturing standards.
   2. Manufacturer's name and catalog cuts listing manufacturer, type, model No., catalog number.
   3. Electrical characteristics such as voltage and ampacity.
   4. Cable and Conductor material and insulation.
   5. NEC designation and plenum rating where applicable.

1.03 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 2 PRODUCTS

2.01 CONDUCTORS AND CABLES

A. Conductor Material: Copper complying with ICEA S-95-658 /NEMA WC70 , solid conductor for No. 10 AWG and smaller, stranded for No. 8 AWG and larger.

B. Service entrance and below grade feeders: Provide single copper conductors with the following characteristics:
   1. Insulated with 600-volt crosslinked polyethylene insulation.
   2. Comply with UL standard 584 for Type USE-2.
   3. Comply with UL standard 44 for Types RHW-2 and RHH.

C. MC cable shall not be used.

D. NM and NMC cable shall not be used.

2.02 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

B. Connections:
   1. Soldered connections are not acceptable.
   2. Push-in connectors are not acceptable.
   3. Indoor dry locations for No. 10 AWG wire and smaller: Provide solderless twist-on connectors listed to UL 486C - Ideal "Wire Nuts," 3M "Scotchlok," or equal.
   4. Indoor dry locations for No. 8 AWG wire and larger: Provide solderless connectors such as hydraulically crimped type or split bolts - Burndy, O.Z., Penn-Union or equal. Uninsulated joints shall be taped over with plastic tape, 3M "Scotch Brand" No. 33 Plus or equal, to provide an insulation value greater than or equal to that on the wire.
   5. Damp locations for No. 8 AWG wire and smaller: Provide solderless twist-on connections, factory pre-filled with silicone sealant listed to UL 486C and UL 486D – Ideal “WeatherProof” or equal.
   6. Wet and below grade locations (including below grade pullboxes and manholes) for No. 8 AWG and smaller: Provide solderless twist-on connections, factory pre-filled with silicone sealant listed to UL 486C and UL 486D for direct burial – Ideal “Underground” or equal.

7. Wet and below grade locations (including below grade pullboxes and manholes) for No. 6 and larger: Provide connectors of one the following types:
   a. Multi-conductor connectors consisting of a single block of tin plated aluminum alloy covered with not less than 125 mils of dielectric plastisol. The block shall be provided with conductor openings and set screws. Each opening and set screw shall be provided with a removeable access plug. Do not install more than one conductor in any port. The assembly shall be listed to UL 486D for direct burial and submersible applications. Provide NSI Industries Polaris IPLW, ITW, ISPB, or ISPC series or equal.
   b. Gel splices consisting of a hydraulically crimped connector covered with a sealant gel and protective cover. The sealant gel shall seal upon contact to protect the splice from moisture. The gel shall be contained within a protective polypropylene enclosure. Splice shall be qualified to ANSI C119.1 for underground splicing and shall be UV resistant. Provide NSI Industries series WAGS, ESGS, ESGHS or equal.
   c. Poured splices consisting of a hydraulically crimped connector placed inside of a protective mold which is then filled with a waterproof polyurethane or resin. The polyurethane or resin shall be a liquid that when mixed that reacts to set into a solid, insulating material around the splice. The splice shall be listed to UL 486D for direct burial. Provide 3M series Scotchcast, Uraseal series ES, or equal.

2.03 TERMINATIONS

A. Compression type solderless lugs shall be tin plated cast copper and U.L. listed for the application. Terminal lugs shall have a temperature rating that is equal or greater than that of the wire and terminal equipment.

PART 3 EXECUTION

3.01 CONDUCTOR DERATING

A. Conductors shown on the drawings are based on no more than three current carrying conductors in a raceway. If the Contractor chooses to combine homeruns resulting in more than three current carrying conductors in a raceway then the Contractor shall apply the NEC derating factors for more than three current carrying conductors in a raceway

3.02 INSTALLATION

A. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

B. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway.

3.03 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

B. Terminations: Terminate stranded wire at screw terminals with compression type lugs. Terminations made by looping stranded wire around a terminal screw are not acceptable.

C. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

END OF SECTION

SECTION 26 0526
GROUNDING AND BONDING

PART 1 GENERAL

1.01 SUMMARY

A. This Section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.

1.02 SUBMITTALS

A. Product Data: For the following:
   1. Grounding conductors and cables
   2. Connector products

B. Shop Drawings:
   1. Descriptive information which states conformance to codes, recognized testing or manufacturing standards.
   2. Manufacturer's name and catalog cuts listing type, model No., catalog No., finish, performance data.

1.03 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
   1. Comply with UL 467.

B. Comply with NFPA 70; for overhead-line construction and medium-voltage underground construction, comply with IEEE C2.

C. Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING CONDUCTORS

A. For insulated conductors, comply with Division 26 SECTION "Conductors and Cables".

B. Material: Copper.

C. Equipment Grounding Conductors: Insulated with green-colored insulation.

D. Grounding Electrode Conductors: Stranded cable.

E. Underground Conductors: Bare stranded soft drawn copper.

F. Protect exposed ground conductors in exterior locations to a height of 3'-0" minimum above grade with Schedule 40 PVC conduit or wood molding designed for the purpose.

2.02 CONNECTOR PRODUCTS

A. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.

B. The following type of connectors may be used:
   1. Bolted pressure-type.
   2. Compression-type connectors, terminals and lugs shall be tin plated copper.
   3. Exothermic-welded type, in kit form, and selected per manufacturers written instructions.

PART 3 EXECUTION

3.01 APPLICATION

A. Use only copper conductors.

B. In raceways, use insulated equipment grounding conductors.

C. Direct Buried and Underground Connections: Use Exothermic-Welded Connections, except those at ground wells.

D. Connections to Structural Steel: Use Exothermic-Welded connections or bolted pressure connections.

E. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.

F. Ground Rod Clamps at Ground Wells: Use bolted pressure clamps with at least two bolts.

3.02 EQUIPMENT GROUNDING CONDUCTORS

A. Comply with NFPA 70, Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 are indicated.

B. Install equipment grounding conductors in all feeders and circuits.

3.03 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use exothermic-welded connectors for outdoor locations, unless a disconnect-type connection is required; then, use a bolted clamp. Bond straps directly to the basic structure taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.

C. Metal Water Service Pipe: Provide grounding electrode conductor from the building's grounded service conductor at the main electric service equipment to the buildings main metal water service entrance. Connect grounding electrode conductors to main metal water service pipe with grounding clamp connectors. Where a dielectric main water fitting is installed, do not connect grounding electrode conductor to the street side of the water service pipe. Bond interior metal water piping system as required by the NEC.

D. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with grounding clamp connectors.

E. When grounding conductors are installed in metal conduit, bond conduit at each end to the grounding conductor.

F. Bond interior metal piping systems, including above ground gas piping system as required by the NEC.

3.04 CONNECTIONS

A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
   1. Use electroplated or tinned materials.
   2. Make connections with clean, bare metal at points of contact.
   3. Coat and seal connections having dissimilar metals with bitimus mastic or similar waterproofing material to prevent future penetration of moisture to contact surfaces.

B. Exothermic-Welded Connections: Comply with manufacturers written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable. Pull conductor and tap connection with a hammer to confirm a good weld. Molds shall be designed for the connection being made.

C. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.

D. If metallic raceways terminate at metal housings without an electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically noncontinuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.

E. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A.

F. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

G. Moisture Protection: If insulated grounding conductors are connected to ground rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

H. Underground connections shall be U.L. listed for underground use.

I. Twisting ground wires together as the only means of connection is not acceptable.

END OF SECTION

SECTION 26 0533
RACEWAYS AND BOXES

PART 1 GENERAL

1.01 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.02 SUBMITTALS

A. Product Data: For conduit, surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

1.03 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.04 COORDINATION

A. Coordinate layout and installation of raceways, boxes, enclosures, cabinets, and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

PART 2 PRODUCTS

2.01 METAL CONDUIT AND TUBING

A. Rigid Metal Conduit (RMC) - Steel: ANSI C80.1.

B. Rigid Metal Conduit (RMC) - Aluminum: ANSI C80.5.

C. PVC-Coated Steel Conduit and Fittings:
   1. Material: Conduit shall conform to NEMA RN1. Conduit shall be rigid galvanized steel coated on the exterior with PVC, 40 mils nominal thickness. Conduit interior shall be coated with urethane, 2 mils nominal thickness.
   2. Fittings shall conform to NEMA RN1 and shall have the same exterior and interior coatings as the conduit. Fittings shall be of the same manufac-turer as the conduit.
   3. Pipe straps and other accessories shall be PVC coated. All threads shall be protected from corrosion. Anchor bolts and fasteners shall be stainless steel.

D. Electrical Metallic Tubing (EMT) and Fittings: ANSI C80.3.
   1. Fittings: Compression type only. Hydraulically crimped or set screw connections are not acceptable.

E. Fittings: NEMA FB 1; compatible with conduit and tubing materials.

2.02 NONMETALLIC CONDUIT AND TUBING

A. Rigid Non-metallic Conduit (RNC): NEMA TC2, Schedule 40 and Schedule 80 PVC.

B. RNC Fittings: NEMA TC 3; match to conduit type and material.

C. High Density Polyethylene (HDPE): UL 651A, Schedule 80. Couplings shall be pressure tight rated to 200 psi and suitable for direct burial.

D. Electrical Nonmetallic Tubing (ENT) is not acceptable.

2.03 BOXES AND ENCLOSURES

A. Enclosure ratings: NEMA 250.

B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.

C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, Type FD, with gasketed cover.

D. Nonmetallic Outlet and Device Boxes: Shall not be used.

E. Junction and Pull Boxes:
   1. Boxes less than 100 cubic inches: NEMA OS 1.
   2. Boxes larger than 100 cubic inches: UL 50.

3. Screw covers shall be used unless otherwise indicated on drawings.

2.04 FACTORY FINISHES

A. Finish: For raceway, enclosure, or cabinet components, provide manufacturer's standard color paint applied to factory-assembled surface raceways, enclosures, and cabinets before shipping.

2.05 WEATHERPROOF HUBS

A. Provide weatherproof hubs for any conduit entry on the top of all enclosures located in damp or wet locations.

PART 3 EXECUTION

3.01 RACEWAY APPLICATION

A. General: Use of any of the conduit types in accordance with NEC, Articles 342 through 360, is acceptable with the following exceptions.
   1. EMT shall not be installed in concrete, in wet locations as defined by NEC, in wet locations as noted on the Drawings, or in direct contact with the earth.
   2. Nonmetallic conduit shall only be installed underground or encased within poured concrete structures. Nonmetallic conduit shall be adapted to the appropriate type of metal conduit before it emerges from concealment. All elbows shall be metallic.

B. Outdoors, damp:
   1. Exposed: RMC or IMC.
   2. Concealed: RMC or IMC.
   3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
   4. Boxes and Enclosures: NEMA 3R unless otherwise indicated.

C. Outdoors, wet:
   1. Exposed: RMC or IMC.
   2. Concealed: RMC or IMC.
   3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
   4. Boxes and Enclosures: NEMA 3R unless otherwise indicated.

D. Indoors, dry:
   1. Exposed: EMT.
   2. Concealed: EMT.
   3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC.
   4. Connections to light fixtures above accessible ceilings: FMC.
   5. Boxes and Enclosures: Type 1 unless otherwise indicated.

E. Raceways Embedded in floor slabs: Not allowed.

F. Conduit Penetrations: All conduits penetrating through floor slabs, concrete walls or grade shall be galvanized rigid steel with factory PVC coating or wrapped with PVC tape. Coating shall extend 2 inches minimum above slab or finished grade. PVC tape shall be 3M Scotchrap 50 (10 mils) or equal. Conduit shall be cleaned and painted with 3M Scotchrap pipe primer and tape shall be half-lapped to provide a minimum of 20 mils coating at any point on the conduit. Adapters from buried PVC conduit to galvanized rigid steel conduit shall be wrapped with PVC tape after assembly.

G. Conduit Installed Underground (Exterior of Buildings) – Direct Buried:
   1. Use: Only where indicated on the Drawings may conduits be installed direct buried on the exterior of building foundations.
   2. Material: PVC coated RGS or RNC Schedule 40. Nonmetallic conduit and fittings shall be joined by solvent cement.
   3. Size: 2-inch nominal size minimum.
   4. Depth: Top of conduit at 30 inches minimum below finished grade.

5. Marking: Underground conduit routes shall be marked with tape printed with identification lettering as specified in “Electrical Identification”. Tape shall be buried 8 to 10 inches below the surface over the entire length of the conduit.
6. Tracing Wire: Provide a #14 AWG THWN or THHN tracing wire placed in the trench with the conduit. Route the wire through intermediate handholes. Route the wire to above grade at each end of the conduit run and coil at least 12 inches at an accessible location. Identify as “Trace Wire” with a tag or label.
7. Cleaning: All conduits including spares shall be cleaned. A mandrel, not less that 12 inches long and diameter of ½ inch less that the diameter of the conduit shall be pulled through the conduit. Following the mandrel, a brush with stiff bristles shall be pulled through the conduit to clean out debris. Blocked conduits shall be replaced.

H. Minimum Raceway Size: 3/4-inch trade size (DN 21).

I. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
2. EMT: Use compression fittings only. Set screw fittings are not acceptable.

J. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.

K. Do not install aluminum conduits embedded in or in contact with concrete or earth.

3.02 INSTALLATION

A. Keep raceways at least 8 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

B. Complete raceway installation before starting conductor installation.

C. Support raceways as specified in Division 26 SECTION "Basic Electrical Materials and Methods".

D. Install temporary closures to prevent foreign matter from entering raceways.

E. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portions of bends are not visible above the finished slab.

F. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and keep straight legs of offsets parallel, unless otherwise indicated.

G. Install conduits exposed and boxes surface mounted unless otherwise specified or shown.

H. RMC and IMC: Support and securely fasten in place at intervals not to exceed 10'-0".

I. EMT: Support and securely fasten in place at inter-vals not to exceed 5'-0".

J. PVC Coated Conduit: Conduit system shall be installed in accordance with manufacturer's recommenda-tions and care shall be used to prevent damage to the coatings. Any damage to interior or exterior coatings shall be repaired with manufacturer-approved materials.

K. Install exposed raceways parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.
1. Run parallel or banked raceways together on common supports.
2. When bending parallel conduits, all conduit bends shall have the same radius or concentric bends.
3. Raceway installation shall not obstruct light fixtures, electrical equipment and mechanical assemblies.

L. Join raceways with fittings designed and approved for that purpose and make joints tight.
1. Use insulating bushings to protect conductors.

M. Terminations:
1. Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against box. Use two locknuts, one inside and one outside box.

2. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.

N. Install pull lines in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull line and tie to a support so that the line can not slip into conduit. [Provide labels with unique identifiers that match at each end of the conduit for all empty raceways.]

O. Stub-up connections: Stub-up conduits a minimum of 2" above floor or equipment pad of free standing equipment. Provide bushings on metallic conduit, and provide caps for spare conduits.

P. All conduit stub-outs and sleeves for wiring not installed in raceways shall have bushings installed on the end of each conduit where not connected to a box or fitting. Bushings shall be securely fastened to the conduit and shall be threaded or hammer-on type.

Q. Set floor boxes level and flush with finished floor surface.

R. Install hinged-cover enclosures and cabinets plumb. Support at each corner.

S. Fire Rated Penetrations: Where conductor raceways or cable trays penetrate fire rated wall or floor assemblies, openings shall be firestopped with UL listed sealants, barriers, or other devices specifically approved for the purpose.

T. Temperature:
1. Conduits exposed to changes in temperature or attached to struc-tures that may expand or contract shall be provided with expansion fittings.
2. Nonmetallic or PVC coated conduits shall not be installed in areas where the temperature may exceed 122 degrees F for extended periods of time.

U. Provide raceway expansion joints where raceway crosses building and structural expansion joints.

3.03 PENETRATION SLEEVES

A. Sleeves: Furnish sleeves for conduit passing through concrete walls, partitions, beams, floors and roof while same are under construction. A conduit sleeve shall be one size larger than the size of conduit which it serves except where sealing bushings are used in sleeves through walls below grade. Sleeves are not required for conduits installed before the wall, partition, floor, or roof is constructed.

B. Sleeves Set in Concrete Floor: Sleeves shall be 18-gauge galvanized steel or PVC. Sleeves shall extend 2 inches above the finished floor. Conduit passing through concrete or masonry walls shall have Schedule 40 galvanized steel sleeves. Sleeves shall be set flush with finished wall. If holes and sleeves are not properly installed and cutting and patching become necessary, it shall be done at no expense to Owner. Undertake no cutting or patching without first securing approval. Where penetrations must be water-proofed, properly caulk with oakum and run full of asphalt mastic or silicone rubber caulking.

C. Sleeves Penetrating Walls Below Grade: Sleeves shall be Schedule 40 black steel pipe with 1/4-inch thick steel plate secured to the pipe with continu-ous fillet weld or a factory made sealing fitting employing pressure rings and sealing grommet. The plate shall be located in the middle of the wall and shall be 1/4-inch wider all around than the sleeve which it encircles. The entire assembly shall be hot-dipped galvanized after fabrication.

3.04 PROTECTION

A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.05 CLEANING

A. After completing installation of exposed, factory-finished raceways and boxes, inspect exposed finishes and repair damaged finishes. Match factory finish with same material and color.

END OF SECTION

SECTION 26 0553
ELECTRICAL IDENTIFICATION

PART 1 GENERAL

1.01 SUMMARY

A. This Section includes electrical identification materials and devices required to comply with ANSI C2, NFPA 70, OSHA standards, and authorities having jurisdiction, and to provide a clearly labeled, easy to operate and maintain system.

B. A unique wire number shall be assigned to each control and alarm circuit conductor. Letter prefixes may be used. Markers displaying the wire number shall be securely attached to the conductor at all splices and at each and every connection to control panels, terminal strips, control stations, indicators, starters, contacts, sensors, relays and similar equipment.

C. Items requiring nameplates are listed in part 3 of this section.

D. Identification of each phase conductor of power and lighting circuits shall be accom-plished by color-coding. The color assigned to a particular phase shall be consistent throughout the work.

E. Power feeder circuits 100 amps and larger, 600V and below, and all medium voltage circuits shall be uniquely identified with a circuit number and the panel of origin.

1.02 QUALITY ASSURANCE

A. Comply with ANSI C2.

B. Comply with NFPA 70.

C. Comply with ANSI A13.1 and NFPA 70 for color-coding.

PART 2 PRODUCTS

2.01 NAMEPLATES AND SIGNS

A. Safety Signs: Comply with ANSI C2, NFPA 70 and OSHA 1910.145.

B. Engraved Plastic Nameplates and Signs: Engraving stock, melamine plastic laminate, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. in. (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.
   1. Engraved legend with black letters on white face.
   2. Punched or drilled for mechanical fasteners.

C. Baked-Enamel Signs for Interior Use: Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for the application. 1/4-inch (6.4-mm) grommets in corners for mounting.

D. Exterior, Metal-Backed, Butyrate Signs: Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm) galvanized-steel backing; and with colors, legend, and size required for the application. 1/4-inch (6.4-mm) grommets in corners for mounting.

E. Provide stainless steel nameplates, 0.025-inch thick minimum, 1.5 inches across, square or round, with stamped lettering for field mounted measurement and control devices. Provide Seton Name Plate Company, New Haven, Connecticut Style 250-S, SVT-15-S, or equal.

F. Lettering Size:
   1. For panelboards, motor control centers, transformers, floor-mounted control panel, and switchboards: 0.75-inch high minimum.
   2. For enclosed circuit breakers, safety switches, manual motor starters, magnetic motor starters, lighting contactors, wall-mounted control panel, automatic transfer switch-es, variable frequency drives and cables in manholes or handholes: 0.5-inch high minimum.
   3. For device legend plates: 0.125-inch high minimum.
   4. For all other nameplates: 0.25-inch high minimum.

2.02 POWER CONDUCTORS

A. Colored Adhesive Tape: Self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide (0.08 mm thick by 25 to 51 mm wide).

2.03 UNDERGROUND-LINE WARNING TAPE

A. Underground-Line Warning Tape: Permanent, bright-colored, continuous-printed, vinyl tape.
   1. Not less than 6 inches wide by 4 mils thick (152 mm wide by 0.102 mm thick).
   2. Compounded for permanent direct-burial service.
   3. Printed legend indicating type of underground line.
   4. Provide Allen Systems type Markline or equal.
   5. Embedded continuous metallic strip or core. Provide Allen Systems type Detectatape or equal.

PART 3 EXECUTION

3.01 INSTALLATION

A. Manufacturers nameplate shall remain attached to each piece of equipment or device. Do not obscure the manufacturer's nameplate with mounting hardware, paint or the device designation nameplate.

B. Identification Materials and Devices: Install at locations for most convenient viewing without interference with operation and maintenance of equipment.

C. Lettering, Colors, and Graphics: Coordinate names, abbreviations, colors, and other designations with corresponding designations in the Contract Documents or with those required by codes and standards. Use consistent designations throughout Project.

D. Align markers so that numbering/lettering is visible from the access opening of the panel or device.

E. Sequence of Work: If identification is applied to surfaces that require finish, install identification after completing finish work.

F. Paths of Underground Electrical Lines: During trench backfilling, for exterior underground power, control, signal, and communication lines, install continuous underground line warning tape located directly above line at 6 to 8 inches (150 to 200 mm) below finished grade. Where width of multiple lines installed in a common trench or concrete envelope does not exceed 16 inches (400 mm) overall, use a single warning tape. [Limit use of warning tape to direct-buried cables] [Install warning tape for underground wiring, both direct-buried cables and cables in raceway].

G. Apply identification to equipment as follows:
   1. Indicate equipment name or designation, for example: PANEL LA
   2. Indicate voltage, phase and wire characteristics, for example: 120/208 VOLTS, 3 PH, 4W.

H. Apply identification to junction boxes as follows:
   1. Identify all junction boxes 4" x 4" and larger
   2. For power circuits identify power source and circuit number if applicable, for example LA-12.
   3. For other systems identify the system, for example: TEL, DATA, or FA
   4. Use laminated plastic nameplates or permanent marker on the cover or door of the junction box.

I. Method of nameplate attachment:
   1. Attach stamped stainless steel nameplates to the device with stainless steel wire or chain or secure under a case screw(s) not removed during normal maintenance or servicing.
   2. Attach all other laminated plastic nameplates with screws, rivets or adhesive. Double-sided tape is not acceptable. When adhesive is used, clean and degrease surfaces.
   3. Attach nameplates so that the enclosure rating for dust or moisture is not impaired.

J. Apply identification to conductors as follows:

1. Conductors to Be Extended in the Future: Indicate source and circuit numbers.
2. Multiple Power or Lighting Circuits in the Same Enclosure: Identify each conductor with source, voltage, circuit number, and phase. Use color-coding to identify circuits' voltage and phase.
3. Multiple Control and Communication Circuits in the Same Enclosure: Identify each conductor by its system and circuit designation. Use a consistent system of tags, color-coding, or cable marking tape.

K. Apply warning, caution, and instruction signs as follows:
1. Warnings, Cautions, and Instructions: Install to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.
2. Emergency Operation: Install engraved laminated signs with white legend on red background with minimum 3/8-inch- (9-mm-) high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.

L. Equipment Identification Labels: Engraved plastic laminate. Install on each unit of equipment, including central or master unit of each system. This includes power, lighting, communication, signal, and alarm systems, unless units are specified with their own self-explanatory identification. Apply labels for each unit of the following categories of equipment as follows or as indicated.
1. Access doors and panels for concealed electrical items.
2. Automatic transfer switches.
3. Battery racks.
4. Emergency system boxes and enclosures.

END OF SECTION

SECTION 26 3200
STANDBY GENERATOR

PART 1 GENERAL

1.01 SUMMARY

A. This section includes furnishing and installing an engine-generator unit complete with engine and generator controls and all necessary accessories for an electric plant to provide standby electric power. Accessories required or recommended by unit manufacturer for satisfactory operation in this application, but not specifically described herein, shall be included as a part of the unit.

B. Provide an automatic transfer switch as specified in SECTION “Automatic Transfer Switch”.

1.02 SUBMITTALS

A. Shop Drawings: Provide the following information.
   1. Dimensioned outline plan and elevation drawings of engine-generator set and other components specified. Show required clearances. Indicate weights with and without fuel.
   2. Manufacturer’s name and catalog cuts listing type, model number, catalog number, performance data, efficiency, volts, amperes, kilowatts, and other pertinent data.
   3. Design Calculations: Provide a report on generator sizing indicating ability to start and run loads with any spare capacity indicated at the criteria specified.
   4. Provide manufacturer’s installation instructions. Provide installation details including method of assembly, components, and locations and sizes of each field connection.
   5. One line diagrams and control schematics, which show equipment arrangement and functional operation.
   6. Data on features, components, accessories ratings, and performance.
   7. Thermal damage curve for generator.
   8. Time-current characteristic curves for generator protective device.
   9. Manufacturer’s installation instructions.
   10. Data and ratings of muffler.
   11. Fuel tank: construction, dimensions, UL ratings and accessories. Provide calculations indicating run time based on fuel tank size.
   12. Outdoor enclosure, including wind rating, and materials of construction.

B. Manufacturer Seismic Qualification Certification: Submit certification that engine-generator set, batteries, battery racks, accessories, and components will withstand seismic forces specified or shown or required by applicable codes.

C. Operation and Maintenance Manuals: In addition to items specified in Division 1 SECTION “Operation and Maintenance Data”, include the following:
   1. Provide manufacturers standard Operations and Maintenance manuals.
   2. List of tools and replacement items recommended being stored at the Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.
   3. Start up service report.

1.03 QUALITY ASSURANCE

A. Service Center: Maintain, within 200 miles of Project site, a factory authorized service center capable of providing training, parts, and emergency maintenance repairs.

B. Engine Exhaust Emissions: Comply with applicable state and local government requirements.

C. Noise Emission: Comply with applicable state and local government requirements.

1.04 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Fuses: One for every 10 of each type and rating, but not less than one of each.
   2. Indicator Lamps: Two for every six of each incandescent lamp type used, but not less than two of each.

3. Filters: One set each of lubricating oil, fuel, and combustion-air filters.
4. Fuel: Provide one full tank of fuel.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Subject to compliance with requirements, provide products by one of the following (no substitutions):
   1. Cummins / Onan
   2. Kohler
   3. Generac
   4. Caterpillar

2.02 RATINGS

A. Generator set ratings shall be factory published ratings for at least one year previous to the date of bid. Ratings indicated are minimum ratings at the specified service conditions. The unit furnished shall be capable of starting all loads as indicated on the contract documents, plus any spare capacity indicated, plus equal or exceed ratings indicated. Provide the nominal ratings as indicated, with capacity as required to operate as a unit as evidenced by records of prototype testing.
   1. The unit shall have a continuous standby rating of at least 80kW at 0.8 pf at the site elevation.
   2. Generator voltage shall be 120/208-volt, 3-phase, 4-wire, 60 Hz.

2.03 SERVICE CONDITIONS

A. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
   1. Ambient Temperature: Minus 15 to plus 110 deg F.
   2. Altitude: 5,595 feet.

2.04 NAMEPLATES

A. Each major system component shall be equipped with a nameplate to identify manufacturer's name and address, and model and serial number of component.

2.05 MOUNTING FRAME

A. Provide a mounting frame that has adequate strength and rigidity to maintain alignment of mounted components without depending on concrete foundation. Mounting frame shall be free from sharp edges and corners and shall have lifting attachments arranged for lifting with slings without damaging components.

2.06 GENERATOR-SET PERFORMANCE

A. Unit Performance: Frequency regulation shall not exceed 3-Hz from no load to rated load. Voltage regulation shall be within plus or minus 2 percent of rated voltage, from no load to full rated load. The instantaneous voltage dip shall be less than 20 percent of rated voltage when all loads are applied as scheduled or shown. Recovery to stable operation shall occur within 2 seconds. Stable or steady state operation is defined as operation with terminal voltage remaining constant within plus or minus 1 percent of rated voltage. Provide a minimum of plus or minus 5 percent voltage adjustment from rated value. Temperature rise shall be within NEMA MG1-22.40 definition.

B. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.

C. Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics.

D. Sustained Short-Circuit Current: For a 3-phase, bolted short circuit at system output terminals for generators 100kw and larger, the system shall supply a minimum of 250 percent of rated

full-load current for not less than 10 seconds and then clear the fault automatically, without damage to generator system components.

2.07 ENGINE

A. Engine shall be four-cycle, multi-cylinder, liquid-cooled with mounted radiator, fan and water pump. It shall have an operating speed of 1,800 rpm to 3,000 rpm. Engine speed shall be governed by an electronic governor to maintain alternator frequency within 5 percent from no-load to full-load alternator output. Starting shall be by a 12-volt or 24-volt, solenoid shift, electric starter.

B. Lubrication System: Full pressure lubrication shall be supplied by a positive displacement lube oil pump. The following items are mounted on engine or skid:
   1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.
   2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
   3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.

C. Engine Fuel System:
   1. Engine shall be diesel fueled.
   2. Main Fuel Pump: Mounted on engine. Pump ensures adequate primary fuel flow under starting and load conditions.
   3. Relief-Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.

D. Engine Coolant Heater:
   1. Provide an electric coolant heater to maintain engine block temperature in cold weather.
   2. Heater power source shall be 120/208 VAC.
   3. Power source to the heater shall be controlled by a line voltage ambient temperature thermostat that provides power to the heater when the ambient temperature is below 40 to 60 degrees F, adjustable.
   4. The heater shall be provided with an internal liquid temperature thermostat to cycle the heater to maintain a setpoint liquid temperature when power is applied to the heater.

2.08 ENGINE COOLING SYSTEM

A. Description: Closed loop, liquid cooled, with engine-driven coolant pump.

B. Radiator: Rated for specified coolant.
   1. Radiator Core Tubes: Nonferrous-metal construction.

C. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.

D. The radiator shall be equipped with a duct connection for ducting radiator discharge air to the outside of the building.

2.09 VARMIT PROOFING

A. Provide metal barriers to prevent the entry of birds, snakes and rodents into the enclosure. Protect the conduit stub up area.

2.10 FUEL SUPPLY SYSTEM

A. Comply with NFPA 30.

B. Sub-Base mounted tank: Comply with UL 142. Provide a factory-fabricated fuel tank assembly with the following features:
   1. Containment: Integral rupture basin with a capacity of 150 percent of nominal capacity of sub-base tank.
      a. Leak Detector: Locate in rupture basin and connect to provide audible and visual alarm in the event of a tank leak.

2. Provide space for conduit stub ups to allow conduits to enter the unit inside the base.
3. Tank Capacity: As recommended by engine manufacturer for an uninterrupted period of 24 hours operation at 100 percent of rated power output of engine generator system without being refilled.
4. Low-Level Alarm Sensor: Liquid-level device operates alarm contacts at about 25 percent of normal fuel level.
5. Piping Connections: Factory-installed fuel supply and return lines from tank to engine; local fuel fill, vent line, and tank drain line with fitting and plug.
6. Provide mechanical level gauges.

2.11 ENGINE EXHAUST SYSTEM

A. Muffler: Critical type, sized as recommended by engine manufacturer; sound level measured at a distance of 10 feet (3 m) from exhaust discharge shall be 85 dBA or less.

B. Condensate Drain for Muffler: Schedule 40, black steel pipe connected to muffler drain outlet through a petcock.

C. Connection from Engine to Exhaust System: Flexible section of corrugated stainless-steel pipe.

D. Connection from Exhaust Pipe to Muffler: Stainless-steel expansion joint with liner.

E. Exhaust Piping External to Engine: ASTM A 53/A 53M, Schedule 40, welded, black steel, with welded joints and fittings.

F. Provide rain cap for vertical discharge exhaust pipes.

G. Insulation on indoor mounted piping. Provide insulation with physical protection for indoor exhaust piping.

2.12 COMBUSTION-AIR INTAKE

A. Description: Standard-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.

2.13 STARTING SYSTEM

A. Description: 12 or 24-V electric, with negative ground and including the following items:
1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in "Environmental Conditions" Paragraph in "Service Conditions" Article.
2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
3. Cranking Cycle: As required by NFPA 110.
4. Battery: Adequate capacity within ambient temperature range specified in "Environmental Conditions" Paragraph in "Service Conditions" Article to provide specified cranking cycle at least three times without recharging. Provide accessories required to support and fasten batteries in place.
5. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 35-A minimum continuous rating.
6. Battery Charger: Current-limiting, automatic-equalizing and float-charging type. Unit shall be designed for 120VAC source and be mounted on the engine generator skid. Unit shall comply with UL 1236 and include the following features:
   a. Operation: Equalizing-charging rate of 10 A shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
   b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 40 deg F to plus 140 deg F to prevent overcharging at high temperatures and undercharging at low temperatures.
   c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.

d. Ammeter and Voltmeter: Flush mounted in door. Meters shall indicate charging rates.
e. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.

7. Battery warming blanket, 120 volt. Thermostatically controlled heating blanket shall be arranged to maintain battery above plus 50 deg F regardless of external ambient temperature within range specified in "Environmental Conditions" Paragraph in "Service Conditions" Article.

2.14 CONTROL AND MONITORING

A. Functional Description: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of the generator set. When mode-selector switch is switched to the on position, the generator set starts. The off position of the same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down the generator set and initiate alarms.

B. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the generator set. Mounting method shall isolate the control panel from generator-set vibration.

C. Indicating and Protective Devices and Controls:
1. AC voltmeter.
2. AC ammeter.
3. AC frequency meter.
4. DC voltmeter (alternator battery charging).
5. Engine-coolant temperature gage.
6. Engine lubricating-oil pressure gage.
7. Running-time meter.
8. Ammeter-voltmeter, phase-selector switch(es).
9. Generator-voltage adjusting rheostat.
10. Start-stop switch.
11. Overspeed shutdown device.
12. Coolant high-temperature shutdown device.
13. Coolant low-level shutdown device.
14. Oil low-pressure shutdown device.
15. Generator overload.

D. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.

E. Remote Alarm Annunciator: Comply with NFPA 99. Labeled LED shall identify each alarm event. Common audible signal shall sound for alarm conditions. Silencing switch in face of panel shall silence signal without altering visual indication. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset. Cabinet and faceplate are surface (or flush) mounted type to suit mounting conditions indicated. Provide annunciation for the manufacturer's standard alarms as well as low fuel level and tank leak alarm indication.

2.15 GENERATOR OVERCURRENT AND FAULT PROTECTION

A. Generator Circuit Breaker: Provide line circuit breaker on the generator output.

B. Ground-Fault Indication: Comply with NFPA 70, Article 700.7(D). Integrate ground-fault alarm indication with other generator-set alarm indications.

2.16 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

A. Comply with NEMA MG 1 and specified performance requirements.

B. Drive: Exciter shall be rotated integrally with generator rotor.

C. Electrical Insulation: Class H or Class F.

D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.

E. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.

F. Excitation shall use no slip or collector rings, or brushes, and shall be arranged to sustain generator output under short-circuit conditions as specified.

G. Enclosure: Dripproof.

H. Instrument Transformers: Mounted within generator enclosure.

I. Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified.
   1. Adjusting rheostat on control and monitoring panel shall provide plus or minus 5 percent adjustment of output-voltage operating band.

2.17 OUTDOOR GENERATOR-SET ENCLOSURE

A. Description: Vandal-resistant, weatherproof steel housing, certified to withstand a wind load of at least 100 mph (160 km/h). Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panels shall be removable by one person without tools. Instruments and control shall be mounted within enclosure. All openings shall have provisions for locking.

B. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at rated load for 2 hours with ambient temperature at top of range specified in system service conditions.
   1. Louvers: Fixed-engine cooling-air inlet and discharge. Storm-proof and drainable louvers prevent entry of rain and snow.

C. Provide sound attenuating enclosure. The average sound level shall not be more than 85dbA at full load at 23 feet in a parking lot at the manufacturers facility.

D. Convenience GFI receptacle: Factory wired. Arrange for external electrical connection.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting standby engine-generator performance.

B. Examine roughing-in of piping systems and electrical connections. Verify actual locations of connections before standby engine-generator installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 CONCRETE BASES

A. Coordinate size and location of concrete bases. Verify structural requirements with structural engineer.

B. Concrete base is specified in Division 26 SECTION "Basic Electrical Materials and Methods", and concrete materials and installation requirements are specified in Division 3.

3.03 INSTALLATION

A. Comply with engine-generator manufacturers' written installation and alignment instructions and with NFPA 110.

B. Control and Alarm Wiring: Install control and signal wiring, from the generator set to the transfer switch and remote annunciator (if supplied), in separate raceways from the power conductors to minimize power circuit interference with the control circuits.

C. Install engine generators level on concrete base.

D. Install engine generator to provide access, without removing connections or accessories, for periodic maintenance.

E. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted. Provide all required interconnecting wiring.

F. Install exhaust-system piping. Extend to point of termination outside structure. Size piping according to manufacturer's written instructions.
   1. Install condensate drain piping for engine exhaust system. Extend drain piping from low points of exhaust system and from muffler to condensate traps and to point of disposition.
   2. Support exhaust piping and muffler with pipe hangers spaced a maximum of 20 feet (6 m) horizontally and at each floor vertically.
   3. Restrain exhaust piping and mufflers with cable-type bracing assemblies meeting seismic criteria.

G. Install fuel tank vent and extend to point of termination outside structure. Size piping according to manufacturer's written instructions.

H. Install all required duct work for adequate cooling air flow.

3.04 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections.

3.05 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

B. Inspect field-assembled components and equipment installation, including piping and electrical connections. Report results in writing.

C. Complete installation and startup checks according to manufacturer's written instructions.

D. Simulate power failure. Demonstrate the ability to start all loads.

3.06 TRAINING

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain standby engine generators. Provide one 4 hour training session, schedule in advance with the owner and the contractor.
   1. Coordinate this training with that for transfer switches.

END OF SECTION

SECTION 26 3623
AUTOMATIC TRANSFER SWITCH

PART 1 GENERAL

1.01 SUMMARY

A. Provide transfer switch with current and voltage ratings shall be as indicated. The transfer switch shall be rated for continuous duty in an unventilated enclosure for all classes of load as indicated.

1.02 SUBMITTALS

A. Shop Drawings: Provide the following information.
   1. Indicate rated capacities, operating characteristics, furnished specialties, and accessories.
   2. Wiring Diagrams: Single-line diagram. Show all interconnecting power and control wiring requirements.
   3. Dimensioned outline plan and elevation drawings. Indicate weight, minimum clearances, conductor entry provisions, and gutter space.
   4. Manufacturer's name and catalog cuts listing type, model number, catalog number, ratings including voltage, ampacity, number of poles, neutral assemblies, UL Listing compliance, control features and accessories and other pertinent data.
   5. Where required by plans or installation, provide service entrance rated unit.

B. Operation and Maintenance Data. In addition to items specified in Division 1 SECTION "Operation and Maintenance Data", include the following:
   1. Provide manufacturers standard Operations and Maintenance manuals.
   2. Features and operating sequences.
   3. List of all settings and adjustments as installed.
   4. Procedures for regular operation such as emergency operation and regular testing recommendations and procedures.

1.03 QUALITY ASSURANCE

A. Service Center: Maintain, within 200 miles of Project site, a factory authorized service center capable of providing training, parts, and emergency maintenance repairs.

B. The transfer switch shall be in accordance with the requirements of UL Standard 1008.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Indicated Current Ratings: Provide voltage and current ratings as indicated on plans.

B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty under the fault conditions indicated.

C. Neutral Terminal: Solid and fully rated, unless otherwise indicated.

D. Factory Wiring: Train and bundle factory wiring and label, consistent with Shop Drawings, either by color code or by numbered or lettered wire and cable tape markers at terminations.
   1. Designated Terminals: Pressure type suitable for types and sizes of field wiring indicated.
   2. Power-Terminal Arrangement and Field-Wiring Space: Suitable for top, side, or bottom entrance of feeder conductors as indicated.
   3. Control Wiring: Equipped with lugs suitable for connection to terminal strips.

E. Enclosures: General-purpose NEMA Type 3R steel, complying with NEMA ICS 6, NEMA 250, and UL 508, unless otherwise indicated. The enclosure shall have hinged door with locking mechanism.

F. Location: Transfer switch will be located outside.

G. Controls and Displays (if applicable): Provide on enclosure door. Switches or adjustments that affect the transfer switch operating paramenters shall be inside the lockable enclosure and/or shall be protected from change by a key or password.

2.02 SWITCHING DEVICE

A. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions. Main and arcing contacts and control elements shall be renewable from the front of the switch without removing the switch from its enclosure and without removing the main power connections.

B. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
   1. Limitation: Switches using molded-case switches or circuit breakers or insulated-case circuit-breaker components are not acceptable.

C. Switching Arrangement: Provide one the following switching arrangements:
   1. Open Transition with In-Phase Monitor: Provide factory-wired, internal sensing which controls transfer in both directions so it occurs only when the two sources are synchronized. Sensor compares phase relationship and frequency difference between normal and emergency sources and initiates transfer when both sources are within 15 electrical degrees, and only if transfer can be completed within 60 electrical degrees. Transfer is initiated only if both sources are within 2 Hz of nominal frequency and 70 percent or more of nominal voltage. When both sources are energized, if one of the sources fails entirely, the transfer takes place following a time delay.

D. Manual operation. Transfer switch shall have provisions for the manual operation of the switch if the controls or motor operator fail.

2.03 CONTROLS

A. Undervoltage Sensing for Each Phase of Normal Source: Senses low phase-to-ground voltage on each phase. Pickup voltage is adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.

B. Time Delay to Start Generator: Upon sensing undervoltage or loss of phase on the normal source, command the generator engine to start following an adjustable time delay of 0 to 60 seconds, set initially at 6 seconds. Transfer switch will operate as soon as the standby power source has stabilized.

C. Voltage/Frequency Lockout Relay: Prevents premature transfer to generator. Pickup voltage is adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency is adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.

D. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, and factory set for 10 minutes. Provides automatic defeat of delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.

E. Test Switch: Simulates normal-source failure.

F. Switch-Position Pilot Lights: Indicate source to which load is connected.

G. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.
   1. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
   2. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."

H. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240 VAC.

I. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.

J. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated for the requirements of the engine-generator, and 2 A at 30 VDC/240 VAC minimum.

K. Engine Shutdown Contacts: Time delay adjustable from zero to five minutes, and factory set for five minutes. Contacts shall initiate shutdown at remote engine-generator controls after retransfer of load to normal source.

L. Accesssories:
   1. Provide two sets N.O. and N.C contacts to indicate both when the unit is connected to the normal power source, and to the emergency power source.

2.04 ENGINE-GENERATOR EXERCISER

A. Provide a solid-state, programmable-time switch that starts and runs engine generator for a preset time then shuts down engine immediately or after a preset cool-down period if running under load. Control initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods are adjustable from 10 to 30 minutes. Set for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period unless otherwise indicated.

B. Exerciser features include the following:
   1. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
   2. Push-button programming control with digital display of settings.
   3. Integral battery operation of time switch when normal control power is not available.

PART 3 EXECUTION

3.01 INSTALLATION

A. Wall-Mounted Switch.

B. Identify components according to Division 26 SECTION "Electrical Identification".

3.02 WIRING TO REMOTE COMPONENTS

A. Provide control wiring between transfer switch and engine-generator for starting control, alarm, battery charging and engine temperature maintenance.

3.03 FIELD QUALITY CONTROL

A. Perform the following field tests and inspections and prepare test reports:
   1. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.
   2. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.
      a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
      b. Simulate loss of phase-to-ground voltage for each phase of normal source.
      c. Verify time-delay settings.
      d. Verify pickup and dropout voltages by data readout or inspection of control settings.
      e. Test bypass/isolation unit functional modes and related automatic transfer-switch operations.
      f. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
   3. Coordinate with settings of ground-fault protective devices for power delivery from both sources.
      a. Verify grounding connections and locations and ratings of sensors.

B. Coordinate tests with tests of generator and run them concurrently.

C. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.

D. Remove and replace malfunctioning units and retest as specified above.

3.04 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment as specified below.
   1. Coordinate this training with that for generator equipment.

END OF SECTION

NORTH CENTRAL REGIONAL

TRANSIT - ESPANOLA OFFICE

STANDBY GENERATOR

APRIL 10TH, 2016

SHEET INDEX

G-001	COVER SHEET
A-101	PLAN ELEVATIONS, DETAILS, SECTIONS
E-001	ELECTRICAL GENERAL NOTES AND LEGEND
ES-101	ELECTRICAL SITE PLAN
E-601	ELECTRICAL SCHEDULES AND DIAGRAMS

GENERAL NOTES

1. INFORMATION ASSOCIATED WITH EACH KEYNOTE IS LOCATED IN THAT SHEET'S RESPECTIVE NOTE BLOCK.
2. ABBREVIATIONS: REFERENCED FROM THE CONSTRUCTION SPECIFICATION INSTITUTE'S UNIFORM DRAWING SYSTEM TERMS AND ABBREVIATIONS MODULE.

OWNER

NORTH CENTRAL REGIONAL TRANSIT DISTRICT — OWNER

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WILSON & COMPANY — ARCHITECTURAL

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CODE INFORMATION

CODE ANALYSIS: NORTH CENTRAL REGIONAL TRANSIT

PROJECT ADDRESS:
1327 N. RIVERSIDE DR.
ESPANOLA, NM 87532

APPLICABLE CODES

BUILDING AND STRUCTURAL:	2012 NEW MEXICO COMMERCIAL BUILDING CODE (2012 IBC, AS AMENDED)
ELECTRICAL:	2014 NEW MEXICO ELECTRICAL CODE
ENERGY:	2009 NEW MEXICO ENERGY CONSERVATION CODE
FIRE PROTECTION:	2012 INTERNATIONAL BUILDING CODE, CHAPTER 9, AS AMENDED IN THE 2012 NEW MEXICO COMMERCIAL CODE

STATE MAP

A1 STATE MAP
SCALE: NTS
NORTH

VICINITY MAP

A3 VICINITY MAP
SCALE: NTS
NORTH

WILSON & COMPANY
4900 LANG AVENUE NE
ALBUQUERQUE, NM 87109
PHONE: (505) 348-4000

CONSULTANTS

SEAL
PHILLIP J. SITGES
NEW MEXICO
22284
PROFESSIONAL ENGINEER
6/10/2016

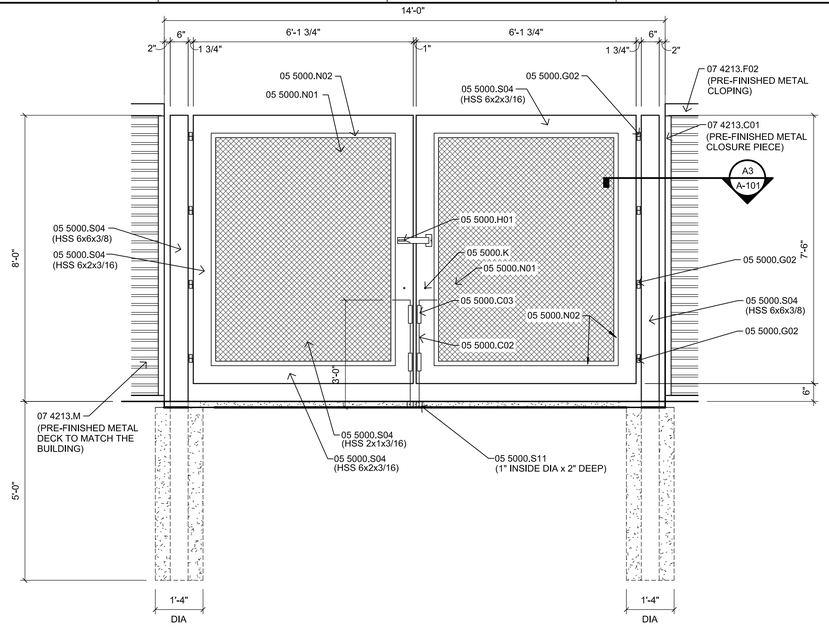
PROJECT NAME:
NORTH CENTRAL REGIONAL TRANSIT - ESPANOLA OFFICE
STANDBY GENERATOR

1327 N. RIVERSIDE DR
ESPANOLA, NEW MEXICO

MARK	DATE	DESCRIPTION

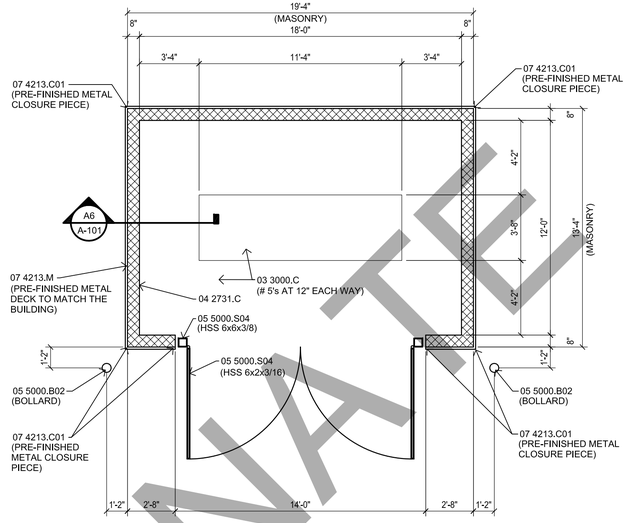
PROJECT NO: 16-100-040-02
DRAWN BY DJL
CHECKED BY PJS
SHEET TITLE
COVER SHEET

G-001
SHEET 1 OF 5



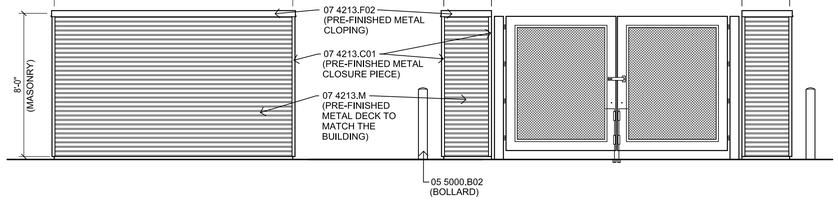
E2 GATE ELEVATION

1/2" = 1'-0"



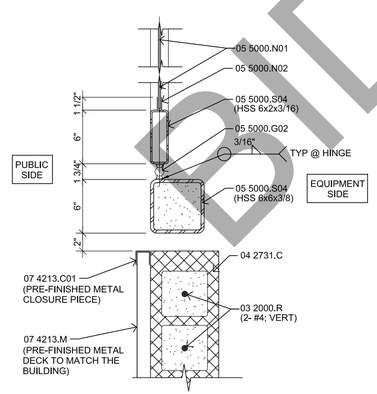
E6 ENCLOSURE PLAN

1/4" = 1'-0"



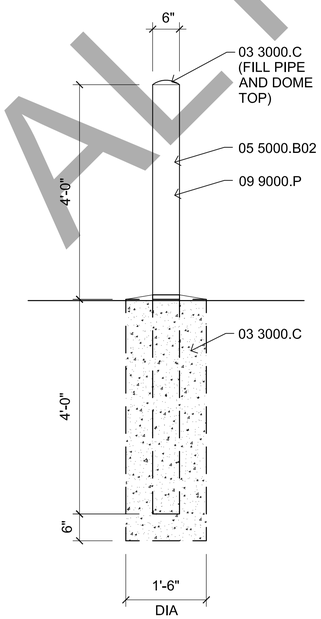
C1 ELEVATIONS

1/2" = 1'-0"



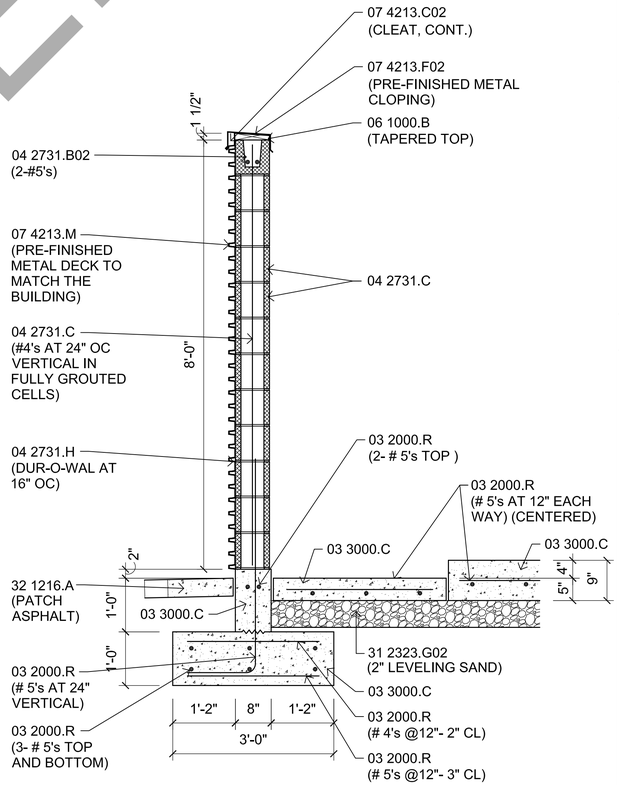
A3 DETAIL SECTION

1 1/2" = 1'-0"



A5 BOLLARD DETAIL

3/4" = 1'-0"



A6 DETAIL SECTION

3/4" = 1'-0"

GENERAL SHEET NOTES

1. FIELD VERIFY ALL DIMENSIONS AND CONDITION PRIOR TO THE START OF WORK. NOTIFY THE ARCHITECT OF ANY CHANGES.
2. PROTECT ALL EXISTING ELEMENTS TO REMAIN.

REFERENCE KEYNOTES

02 4100.R	REMOVE
03 2000.R	REINFORCING STEEL
03 3000.C	CAST-IN-PLACE CONCRETE
04 2731.B02	BOND BEAM
04 2731.C	CONCRETE MASONRY UNITS
04 2731.H	HORIZONTAL JOINT REINFORCING
05 5000.B02	BOLLARD
05 5000.C02	CHAIN BOLT
05 5000.C03	CHAIN BOLT SLEEVE
05 5000.G02	GATE HINGE
05 5000.H	HINGED PLATE
05 5000.H01	HASP
05 5000.K	KEEPER
05 5000.N01	INFILL PANEL
05 5000.N02	INFILL CHANNEL
05 5000.S04	STEEL TUBE
05 5000.S11	SLEEVE
06 1000.B	BLOCKING
07 4231.C01	CLOSURE
07 4231.F02	FLASHING (COPING)
07 4231.M	METAL WALL PANEL (MATCH BUILDING)
07 9005.S	SEALANT
09 9000.P	PAINT

SHEET KEYNOTES

STRUCTURAL NOTES

STRUCTURAL NOTES
CONCRETE MATERIALS

CEMENT: ASTM C150, TYPE 11- NORMAL PORTLAND
MINIMUM CEMENT CONTENT- 540 LBS PER CUBIC YARD
FINE AND COURSE AGGREGATES- ASTM C33 CLASS 4S

WATER- CLEAN

CONCRETE ADMIXTURES
AIR ENTRAINMENT- ASTM C260

CONCRETE MIX DESIGN
PROPORTION NORMAL WEIGHT CONCRETE- ACI 211.1

COMPRESSIVE STRENGTH- 4000 PSI
WATER-CEMENT RATIO- 44% BY WEIGHT

CONCRETE WORK
PERFORM WORK IN ACCORDANCE WITH ACI 301 AND 318
FOLLOW ACI 305R WHEN PLACING CONCRETE DURING HOT WEATHER
FOLLOW ACI 306R WHEN PLACING CONCRETE DURING COLD WEATHER

CONCRETE REBAR- ASTM 615, GRADE 60

BID ALTERNATE

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PROJECT NAME
NORTH CENTRAL REGIONAL TRANSIT - ESPANOLA OFFICE STANDBY GENERATOR
1327 N. RIVERSIDE DR
ESPANOLA, NEW MEXICO

MARK	DATE	DESCRIPTION
	5-6-16	ISSUED FOR BIDDING

PROJECT NO: 16.100.040.02
DRAWN BY: TJR
CHECKED BY: JAU

SHEET TITLE
PLAN
ELEVATIONS
DETAILS
SECTIONS

A-101
SHEET 2 OF 5

SYMBOL LEGEND - POWER PLANS

SYMBOL	DESCRIPTION
	RECEPTACLE, NEMA 5-20R SIMPLEX UNLESS OTHERWISE INDICATED, SEE PLANS FOR MOUNTING HEIGHT, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
C	RECEPTACLE FOR CLOCK OUTLET, NEMA 5-20R SIMPLEX UNLESS OTHERWISE INDICATED, MOUNT AT 72" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
	RECEPTACLE, NEMA 5-20A DUPLEX UNLESS OTHERWISE INDICATED, MOUNT AT 18" AFF, UNLESS OTHERWISE INDICATED, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
A	RECEPTACLE, NEMA 5-20A DUPLEX UNLESS OTHERWISE INDICATED, MOUNT AT 4" ABOVE COUNTER-TOP TO CENTER OF DEVICE WHEN COUNTER HAS NO SPLASH BLOCK OR MOUNT AT 4" ABOVE SPLASH BLOCK CENTER OF DEVICE WHEN COUNTER HAS SPLASH BLOCK, COORDINATE EXACT LOCATION AND HEIGHT OF OUTLET WITH ARCHITECTURAL PLANS
	RECEPTACLE, WITH GFCI PROTECTION, NEMA 5-20R DUPLEX UNLESS OTHERWISE INDICATED
WP	RECEPTACLE, WITH GFCI PROTECTION MOUNTED IN WEATHERPROOF-IN-USE HOUSING, NEMA 5-20R DUPLEX UNLESS OTHERWISE INDICATED
DF	RECEPTACLE, DRINKING FOUNTAIN, NEMA 5-20R DUPLEX UNLESS OTHERWISE INDICATED, CONCEAL OUTLET BEHIND DRINKING FOUNTAIN, COORDINATE EXACT LOCATION AND MOUNTING HEIGHT WITH ARCHITECTURAL PLANS
S	RECEPTACLE, SWITCHED, NEMA 5-20R DUPLEX, UNLESS OTHERWISE INDICATED
C	RECEPTACLE, CEILING MOUNTED, NEMA 5-20A DUPLEX , UNLESS OTHERWISE INDICATED
	RECEPTACLE, EMERGENCY POWER, NEMA 5-20R DUPLEX, UNLESS OTHERWISE INDICATED
	RECEPTACLE, HOSPITAL GRADE, NEMA 5-20R DUPLEX, UNLESS OTHERWISE INDICATED
	RECEPTACLE, HOSPITAL GRADE, EMERGENCY POWER, NEMA 5-20R DUPLEX, UNLESS OTHERWISE INDICATED
C	RECEPTACLE, CEILING MOUNTED, NEMA 5-20R QUADRAPLEX, UNLESS OTHERWISE INDICATED
	RECEPTACLE, NEMA 5-20R QUADRAPLEX, UNLESS OTHERWISE INDICATED
	RECEPTACLE, EMERGENCY POWER, NEMA 5-20R QUADRAPLEX, UNLESS OTHERWISE INDICATED
Q	RECEPTACLE, HOSPITAL GRADE, NEMA 5-20R QUADRAPLEX, UNLESS OTHERWISE INDICATED
	RECEPTACLE, HOSPITAL GRADE, EMERGENCY POWER, NEMA 5-20R QUADRAPLEX, UNLESS OTHERWISE INDICATED
	RECEPTACLE, 250V/2P/4W FOR DRYER (NEMA TYPE 14-30R) OR RANGE (NEMA TYPE 14-50R), SEE PLANS FOR RATING
	RECEPTACLE, SPECIAL PURPOSE, SEE PLANS FOR NEMA TYPE OR RATING
	RECEPTACLE, SPECIAL PURPOSE, WITH EMERGENCY POWER SEE PLANS FOR NEMA TYPE OR RATING
	RECEPTACLE, FLOOR MOUNTED, NEMA 5-20R DUPLEX UNLESS OTHERWISE INDICATED
	RECEPTACLE, FLOOR MOUNTED, NEMA 5-20R QUADRAPLEX UNLESS OTHERWISE INDICATED
	MULTI-OUTLET RECEPTACLE STRIP, NEMA 5-20R DUPLEX UNLESS OTHERWISE INDICATED, SEE PLANS FOR OUTLET SPACING AND MOUNTING HEIGHT
M	MULTI-OUTLET STRIP, TYPE RJ-45 VOICE DATA OUTLETS, UNLESS OTHERWISE INDICATED AND RECEPTACLES, NEMA 5-20R DUPLEX, UNLESS OTHERWISE INDICATED, SEE PLANS FOR OUTLET SPACING AND MOUNTING HEIGHT
	COMBINATION FLOOR-MOUNTED TYPE RJ-45 VOICE/DATA OUTLET, UNLESS OTHERWISE INDICATED AND RECEPTACLE, NEMA 5-20R DUPLEX, UNLESS OTHERWISE INDICATED
	COMBINATION FLOOR-MOUNTED TYPE RJ-45 VOICE/DATA OUTLET, UNLESS OTHERWISE INDICATED AND RECEPTACLE, NEMA 5-20R QUADRAPLEX, UNLESS OTHERWISE INDICATED
	JUNCTION BOX, FLUSH MOUNTED IN FINISHED SPACES OR OTHERWISE SURFACE MOUNTED, MINIMUM BOX VOLUME SHALL BE 21 CUBIC INCHES (344 CC)
	JUNCTION BOX, FLOOR MOUNTED
H	HUMIDISTAT, MOUNT AT 46" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED
T	THERMOSTAT, MOUNT AT 46" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED
	PUSH BUTTON, MOUNT AT 46" TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, SEE PLANS FOR FURTHER DETAILS
	RACEWAY STUB, INDICATE LOCATION AND DIMENSION ON RECORD DRAWINGS
	DISCONNECT SWITCH, FUSED, MOUNT AT MAXIMUM OF 66" AFF TO CENTER OF OPERABLE HANDLE OR ACCESSIBLE ABOVE FINISHED CEILING
	DISCONNECT SWITCH, NON-FUSED, MOUNT AT MAXIMUM OF 66" AFF TO CENTER OF OPERABLE HANDLE OR ACCESSIBLE ABOVE FINISHED CEILING
	MOTOR STARTER, MOUNT AT MAXIMUM OF 66" AFF TO TOP OF PANEL OR ACCESSIBLE ABOVE FINISHED CEILING
	COMBINATION MOTOR STARTER / DISCONNECT SWITCH , MOUNT AT MAXIMUM OF 66" AFF TO TOP OF PANEL OR ACCESSIBLE ABOVE FINISHED CEILING
C	MOTOR CONNECTION WITH HORSEPOWER (HP) INDICATED
002/2	CONDUCTOR AND RACEWAY (CR) SCHEDULE INDICATOR, SEE ONE-LINE DIAGRAM
A-1,3,5	HOME RUN WITH CIRCUIT NUMBERS, CONDUCTOR AND RACEWAY SCHEDULE TO BE CR# 002/2, UNLESS OTHERWISE INDICATED, SEE ONE-LINE DIAGRAM FOR CR SCHEDULE
	CABLE TRAY OR LADDER RACK, POWER OR SPECIAL SYSTEMS, SEE PLANS FOR DETAILS
	CABINET OR ENCLOSURE WITH HINGED DOOR AND KEYED LOCK FOR SPECIAL SYSTEMS, MOUNT AT MAXIMUM OF 66" AFF TO TOP OF PANEL
LP	LIGHTING CONTROL OR DIMMING PANEL, SEE PANEL SCHEDULES FOR DETAILS, MOUNT AT MAXIMUM OF 66" AFF TO TOP OF PANEL
PD#-	PANELBOARD OR DISTRIBUTION BOARD, SURFACE MOUNTED, MOUNT AT MAXIMUM OF 66" AFF TO CENTER OF HIGHEST OPERABLE HANDLE
	PANELBOARD, FLUSH MOUNTED, MOUNT AT MAXIMUM OF 66" AFF TO CENTER OF HIGHEST OPERABLE HANDLE
	DISTRIBUTION BOARD OR SWITCHBOARD, FREE-STANDING, FLOOR MOUNTED
M	METER IN CABINET OR PANEL FOR ELECTRICAL UTILITY, SEE ONE-LINE DIAGRAM, MOUNT AT MAXIMUM OF 66" AFF TO TOP OF ENCLOSURE, MOUNT WITHIN 48" MEASURED HORIZONTALLY TO MAIN SERVICE DISCONNECT SWITCH EXCEPT WITH UNDERGROUND RACEWAYS BETWEEN THEM
	GROUND OR EARTH CONNECTION, SEE ONE-LINE DIAGRAM
PB	PULL BOX, SEE PLANS FOR SIZE AND TYPE
T	TRANSFORMER, SEE SITE PLANS OR TRANSFORMER SCHEDULES FOR SIZE AND TYPE
	TRANSFORMER, SEE ONE-LINE DIAGRAMS OR TRANSFORMER SCHEDULES FOR SIZE AND TYPE
T	TELEPHONE RACEWAY, SEE PLANS FOR SIZE AND OTHER DETAILS
C	COMPUTER DATA RACEWAY, SEE PLANS FOR SIZE AND OTHER DETAILS
TV	TELEVISION RACEWAY, SEE PLANS FOR SIZE AND OTHER DETAILS
CCTV	CLOSED CIRCUIT TELEVISION RACEWAY, SEE PLANS FOR SIZE AND OTHER DETAILS
S	SOUND SYSTEM RACEWAY, SEE PLANS FOR SIZE AND OTHER DETAILS
I	INTERCOM OR PAGING RACEWAY, SEE PLANS FOR SIZE AND OTHER DETAILS
NC	NURSE CALL RACEWAY, SEE PLANS FOR SIZE AND OTHER DETAILS

SYMBOL LEGEND - SPECIAL SYSTEMS

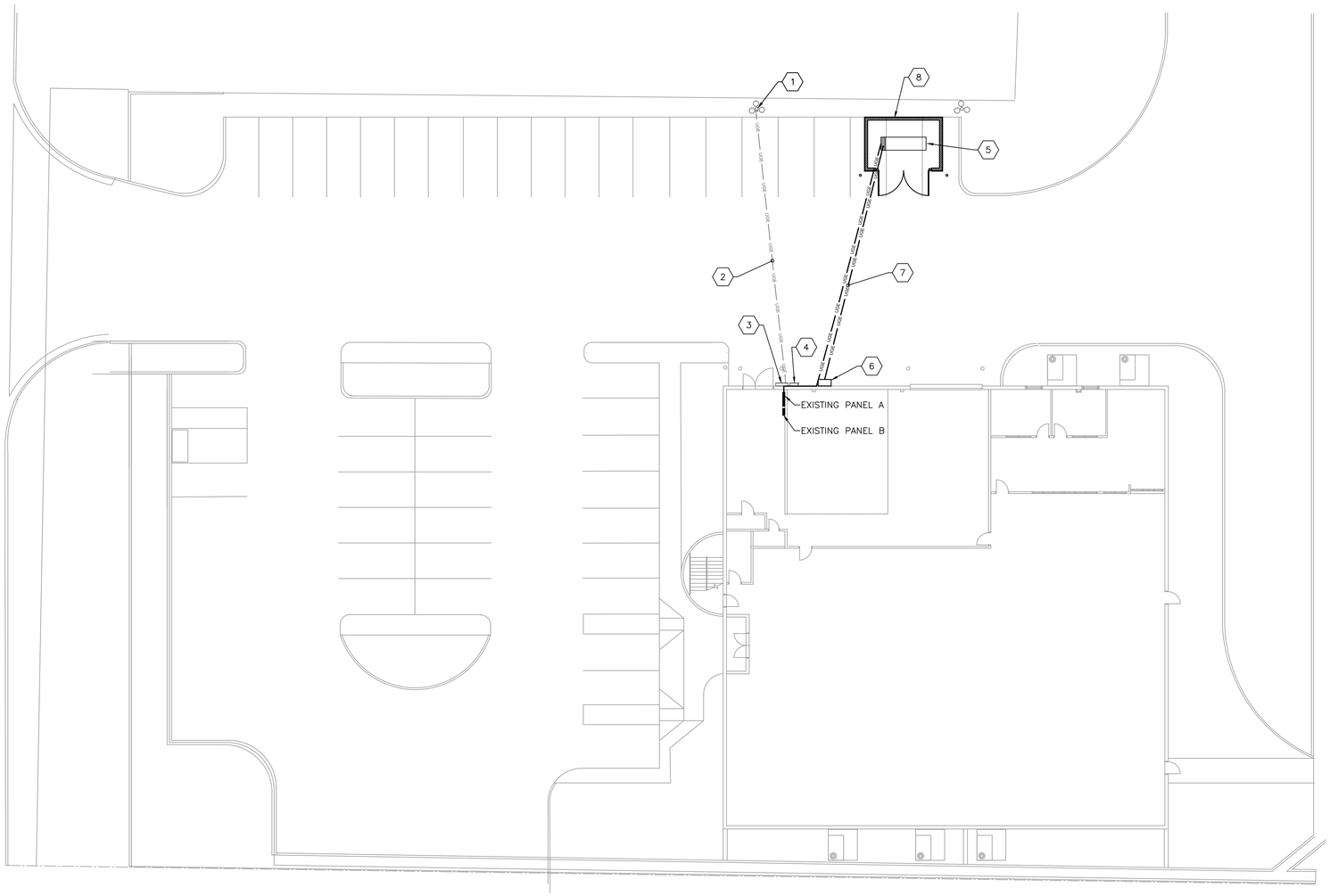
SYMBOL	DESCRIPTION
X	DATA OUTLET, WHERE X INDICATES NUMBER OF CABLES OR OUTLETS REQUIRED IF MORE THAN ONE (1), MOUNT AT 18" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 3/4" CONDUIT STUBBED ABOVE NEAREST ACCESSIBLE CEILING WITH PLASTIC BUSHINGS AT EACH END MEASURED PULL STRING, SUBSTITUTE 1"CONDUIT WHEN MORE THAN 3 CABLES OR 1.25" CONDUIT WHEN MORE THAN 6 CABLES ARE INDICATED, PROVIDE OUTLET BOX APPROPRIATE FOR CONDUIT SIZE, WHEN CABLING IS INSTALLED CONTRACTOR SHALL PROVIDE CATEGORY 5E PLENUM-RATED CABLING, UNLESS OTHERWISE INDICATED
X	TELEPHONE OUTLET, WHERE X INDICATES NUMBER OF CABLES OR OUTLETS REQUIRED IF MORE THAN ONE (1), MOUNT AT 18" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 3/4" CONDUIT STUBBED ABOVE NEAREST ACCESSIBLE CEILING WITH PLASTIC BUSHINGS AT EACH END MEASURED PULL STRING, SUBSTITUTE 1"CONDUIT WHEN MORE THAN 3 CABLES OR 1.25" CONDUIT WHEN MORE THAN 6 CABLES ARE INDICATED, PROVIDE OUTLET BOX APPROPRIATE FOR CONDUIT SIZE, WHEN CABLING IS INSTALLED CONTRACTOR SHALL PROVIDE CATEGORY 5E PLENUM-RATED CABLING, UNLESS OTHERWISE INDICATED
X	TELEPHONE/DATA OUTLET, WHERE X INDICATES NUMBER OF CABLES OR OUTLETS REQUIRED IF MORE THAN ONE (1), MOUNT AT 18" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 3/4" CONDUIT STUBBED ABOVE NEAREST ACCESSIBLE CEILING WITH PLASTIC BUSHINGS AT EACH END MEASURED PULL STRING, SUBSTITUTE 1"CONDUIT WHEN MORE THAN 3 CABLES OR 1.25" CONDUIT WHEN MORE THAN 6 CABLES ARE INDICATED, PROVIDE OUTLET BOX APPROPRIATE FOR CONDUIT SIZE, WHEN CABLING IS INSTALLED CONTRACTOR SHALL PROVIDE CATEGORY 5E PLENUM-RATED CABLING, UNLESS OTHERWISE INDICATED
W	WALL TELEPHONE OUTLET, MOUNT AT 46" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 3/4" CONDUIT STUBBED ABOVE NEAREST ACCESSIBLE CEILING WITH PLASTIC BUSHINGS AT EACH END AND MEASURED PULL STRING, WHEN CABLING IS INSTALLED CONTRACTOR SHALL PROVIDE CATEGORY 5E PLENUM-RATED CABLING, UNLESS OTHERWISE INDICATED
FF	WALL TELEPHONE OUTLET, FIREMAN'S TELEPHONE, MOUNT AT 46" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 3/4" CONDUIT STUBBED ABOVE NEAREST ACCESSIBLE CEILING WITH PLASTIC BUSHINGS AT EACH END AND MEASURED PULL STRING, WHEN CABLING IS INSTALLED CONTRACTOR SHALL PROVIDE CATEGORY 5E PLENUM-RATED CABLING, UNLESS OTHERWISE INDICATED
X	DATA OUTLET, FLOOR MOUNTED, WHERE X INDICATES NUMBER OF CABLES OR OUTLETS REQUIRED IF MORE THAN ONE (1), PROVIDE 1" CONDUIT STUBBED ABOVE NEAREST ACCESSIBLE CEILING WITH PLASTIC BUSHINGS AT EACH END AND MEASURED PULL STRING, SUBSTITUTE 1.25" CONDUIT WHEN MORE THAN 3 CABLES OR 1.5" CONDUIT WHEN MORE THAN 6 CABLES ARE INDICATED, WHEN CABLING IS INSTALLED CONTRACTOR SHALL PROVIDE CATEGORY 5E PLENUM-RATED CABLING, UNLESS OTHERWISE INDICATED
X	TELEPHONE OUTLET, FLOOR MOUNTED, WHERE X INDICATES NUMBER OF CABLES OR OUTLETS REQUIRED IF MORE THAN ONE (1), PROVIDE 1" CONDUIT STUBBED ABOVE NEAREST ACCESSIBLE CEILING WITH PLASTIC BUSHINGS AT EACH END AND MEASURED PULL STRING, SUBSTITUTE 1.25" CONDUIT WHEN MORE THAN 3 CABLES OR 1.5" CONDUIT WHEN MORE THAN 6 CABLES ARE INDICATED, WHEN CABLING IS INSTALLED CONTRACTOR SHALL PROVIDE CATEGORY 5E PLENUM-RATED CABLING, UNLESS OTHERWISE INDICATED
X	TELEPHONE/DATA OUTLET, FLOOR MOUNTED, WHERE X INDICATES NUMBER OF CABLES OR OUTLETS REQUIRED IF MORE THAN ONE (1), PROVIDE 1" CONDUIT STUBBED ABOVE NEAREST ACCESSIBLE CEILING WITH PLASTIC BUSHINGS AT EACH END AND MEASURED PULL STRING, SUBSTITUTE 1.25" CONDUIT WHEN MORE THAN 3 CABLES OR 1.5" CONDUIT WHEN MORE THAN 6 CABLES ARE INDICATED, WHEN CABLING IS INSTALLED CONTRACTOR SHALL PROVIDE CATEGORY 5E PLENUM-RATED CABLING, UNLESS OTHERWISE INDICATED
	WIRELESS ACCESS DATA POINT OR CEILING MOUNTED DATA OUTLET, WHERE X INDICATES NUMBER OF CABLES OR OUTLETS REQUIRED IF MORE THAN ONE (1). WHEN CABLING IS INSTALLED CONTRACTOR SHALL PROVIDE CATEGORY 5E PLENUM-RATED CABLING, UNLESS OTHERWISE INDICATED
	TELEPHONE TERMINAL BOARD (TB), PROVIDE 3/4" THICK PLYWOOD, FIRE TREATED AND PAINTED ON BOTH SIDES, MOUNT ON WALL, AS SHOWN ON PLANS, PROVIDE 3" WIDE x 6" LONG x 1/4" THICK COPPER GROUNDING BUSBAR WITH 6 AWG GROUNDING CONDUCTOR CONNECTED TO THE NEAREST BUILDING STEEL. PLYWOOD SHALL BE 4' x 4' UNLESS OTHERWISE INDICATED ON PLANS, SEE VOICE/DATA RISER DETAIL ON PLANS FOR FURTHER INFORMATION
TV	TELEVISION OUTLET, WALL MOUNTED, MOUNT AT 72" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 3/4" CONDUIT STUBBED ABOVE NEAREST ACCESSIBLE CEILING WITH PLASTIC BUSHINGS AT EACH END AND MEASURED PULL STRING, WHEN CABLING IS INSTALLED CONTRACTOR SHALL PROVIDE RG-6 CABLING, UNLESS OTHERWISE INDICATED
P	FIRE ALARM PULL STATION , MOUNT AT 46" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 2-GANG BOX WITH 1-GANG PLASTER RING
	FIRE ALARM HORN/STROBE, MOUNT AT 84" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 2-GANG BOX WITH 1-GANG PLASTER RING
	FIRE ALARM HORN/STROBE, MOUNT AT 90" AFF TO CENTER OF DEVICE BUT NO HIGHER THAN 6" BFC TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 2-GANG BOX WITH 1-GANG PLASTER RING
	FIRE ALARM STROBE, MOUNT AT 84" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 2-GANG BOX WITH 1-GANG PLASTER RING
C	FIRE ALARM HORN/STROBE WITH CHIME, MOUNT AT 84" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 2-GANG BOX WITH 1-GANG PLASTER RING
C	FIRE ALARM HORN WITH CHIME, MOUNT AT 90" AFF TO CENTER OF DEVICE BUT NO HIGHER THAN 6" BFC TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 2-GANG BOX WITH 1-GANG PLASTER RING
FS	FIRE ALARM FLOW SWITCH, MOUNT AT FIRE SPRINKLER RISER
TS	FIRE ALARM TAMPER SWITCH, MOUNT AT FIRE SPRINKLER RISER
MM	FIRE ALARM MONITOR MODULE
CM	FIRE ALARM CONTROL MODULE
	MAGNETIC HOLD-OPEN FOR DOOR, PROVIDE CONTROL MODULE FOR RELEASE BY FIRE ALARM SYSTEM, MAY ALSO REQUIRE 120V AC POWER
	SECURITY ACCESS BUZZER
	SECURITY ACCESS BELL
	SECURITY ACCESS BUZZER AND BELL COMBINATION
P	PUSH BUTTON PANIC, MOUNT BENEATH WORKSTATION DESK TOP, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS, SEE PLANS FOR FURTHER DETAILS
X	SPEAKER, X INDICATES SIZE, CEILING MOUNTED, EXTEND 1/2" CONDUIT BETWEEN SPEAKERS, COORDINATE EXACT LOCATION OF SPEAKER WITH ARCHITECTURAL PLANS
X	SPEAKER, X INDICATES SIZE, MOUNT AT 84" AFF OR 12" BFC WHICHEVER IS HIGHER, EXTEND 1/2" CONDUIT BETWEEN SPEAKERS, COORDINATE EXACT LOCATION OF SPEAKER WITH ARCHITECTURAL PLANS
IR	INFRARED MOTION DETECTOR, PASSIVE CEILING MOUNTED, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
IR W	INFRARED MOTION DETECTOR, PASSIVE WALL MOUNTED, MOUNT AT 24" AFF, UNLESS OTHERWISE INDICATED, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
HD R/T	DETECTOR, HEAT, COMBINATION, PROVIDE 4" SQUARE BOX FOR MOUNTING
HD R/C	DETECTOR, HEAT, RATE COMPENSATION, PROVIDE 4" SQUARE BOX FOR MOUNTING
HD F	DETECTOR, HEAT, FIXED TEMPERATURE, PROVIDE 4" SQUARE BOX FOR MOUNTING
HD R	DETECTOR, HEAT, RATE IF RISE, PROVIDE 4" SQUARE BOX FOR MOUNTING
	DETECTOR, SMOKE, PROVIDE 4" SQUARE BOX FOR MOUNTING
H	DETECTOR, HEAT AND SMOKE, PROVIDE 4" SQUARE BOX FOR MOUNTING
I	DETECTOR, IONIZATION SMOKE, PROVIDE 4" SQUARE BOX FOR MOUNTING
IH	DETECTOR, IONIZATION AND HEAT SMOKE, PROVIDE 4" SQUARE BOX FOR MOUNTING
IHP	DETECTOR, IONIZATION, PHOTOELECTRIC AND HEAT SMOKE, PROVIDE 4" SQUARE BOX FOR MOUNTING
P	DETECTOR, PHOTO ELECTRIC HEAT SMOKE, PROVIDE 4" SQUARE BOX FOR MOUNTING
	SECURITY ACCESS AND CONTROL VIDEO CAMERA AND LENS, MOUNT AS SHOWN ON PLANS
M PTZ	SECURITY ACCESS AND CONTROL CAMERA AND LENS WITH PTZ, MOUNT AS SHOWN ON PLANS
CU	SECURITY ACCESS AND CONTROL CARD READER, MOUNT AT 46" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS, PROVIDE 2-GANG BOX WITH 1-GANG PLASTER RING
CI	SECURITY ACCESS AND CONTROL DOOR CONTACT OR CONTACT INDICATOR, MOUNT IN DOOR FRAME
CR	SECURITY ACCESS AND CONTROL KEY PAD READER COMBINATION, MOUNT AT 46" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS, PROVIDE 2-GANG BOX WITH 1-GANG PLASTER RING
	SECURITY ACCESS AND CONTROL, MHO, MOUNT ON WALL BEHIND DOOR LEAF, PROVIDE 2-GANG BOX WITH 1-GANG PLASTER RING, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
S	SECURITY ACCESS AND CONTROL, RTE PUSH BUTTON OR REMOTE DOOR RELEASE, MOUNT AT 46" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 2-GANG BOX WITH 1-GANG PLASTER RING, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
	NURSE CALL CORRIDOR DOME LIGHT, MOUNT IN CEILING, PROVIDE 2-GANG , DEEP BOX WITH 1-GANG PLASTER RING, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
B	NURSE CALL BATHROOM PULL CORD STATION, MOUNT AT 46" AFF TO CENTER OF DEVICE EXCEPT IN PATIENT SHOWER MOUNT AT 72" TO CENTER OF DEVICE AND ON ADJACENT WALL TO SHOWER HEAD, UNLESS OTHERWISE INDICATED, PROVIDE 2-GANG, DEEP BOX WITH 1-GANG PLASTER RING, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
D	NURSE CALL DUTY STATION, MOUNT AT 46" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 3-GANG, DEEP BOX WITH 3-GANG PLASTER RING, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
E	NURSE CALL EMERGENCY ASSISTANCE CALL STATION, MOUNT AT 46" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 2-GANG, DEEP BOX WITH 1-GANG PLASTER RING, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
C	NURSE CALL EMERGENCY ASSISTANCE CODE BLUE CALL STATION, MOUNT AT 46" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 2-GANG BOX, DEEP BOX WITH 1-GANH PLASTER RING, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
J	NURSE CALL PATIENT BED STATION J-BOX FOR PILLOW SPEAKER, MOUNT AT 24" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 3-GANG, DEEP BOX WITH 1-GANG PLASTER RING, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
P	NURSE CALL PATIENT STATION, MOUNT AT 46" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 2-GANG, DEEP BOX WITH 1-GANG PLASTER RING, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
S	NURSE CALL STAFF STATION, MOUNT AT 46" AFF TO CENTER OF DEVICE, UNLESS OTHERWISE INDICATED, PROVIDE 3-GANG, DEEP BOX WITH 1-GANG PLASTER RING, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
NCM	NURSE CALL MASTER STATION, PROVIDE 2-GANG BOX WITH 1-GANG PLASTER RING, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
	PROJECTOR, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS
M	MICROPHONE INPUT, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS, PROVIDE 1-GANG BOX
S	SPEAKER SWITCH, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS, PROVIDE 1-GANG BOX
V	VOLUME CONTROL, COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS, PROVIDE 1-GANG BOX
FACP	FIRE ALARM CONTROL PANEL
FAAP	FIRE ALARM ANNUNCIATOR PANEL
AP	SECURITY ACCESS CONTROL PANEL
AV	AUDIO VISUAL SYSTEM CONTROL PANEL

SYMBOL LEGEND - LIGHTING PLANS

SYMBOL	DESCRIPTION
	MONO-POINT FLUSH MOUNTED OR RECESSED LUMINAIRE (DOWNLIGHT), SEE FIXTURE SCHEDULE FOR DETAILS
	MONO-POINT SURFACE OR WALL MOUNTED LUMINAIRE (DOWNLIGHT), SEE FIXTURE SCHEDULE FOR DETAILS
	1' WIDE RECESSED OF FLUSH MOUNTED LUMINAIRE, SEE FIXTURE SCHEDULE FOR DETAILS
	1' WIDE SURFACE OR WALL MOUNTED SCONCE LUMINAIRE, SEE FIXTURE SCHEDULE FOR DETAILS
	2' x 2' SURFACE OR RECESSED LUMINAIRE, SEE FIXTURE SCHEDULE FOR DETAILS
	2' x 4' SURFACE OR RECESSED LUMINAIRE, SEE FIXTURE SCHEDULE FOR DETAILS
	WALL PACK LUMINAIRE, SEE FIXTURE SCHEDULE FOR DETAILS
	POLE MOUNTED LUMINAIRE, SEE FIXTURE SCHEDULE FOR DETAILS, LUMINAIRE AND POLE
	MONO-POINT SURFACE OR RECESSED EMERGENCY LUMINAIRE (DOWNLIGHT), SEE FIXTURE SCHEDULE FOR DETAILS
	1' WIDE RECESSED OF FLUSH MOUNTED EMERGENCY LUMINAIRE, SEE FIXTURE SCHEDULE FOR DETAILS
	1' WIDE SURFACE OR WALL MOUNTED EMERGENCY LUMINAIRE, SEE FIXTURE SCHEDULE FOR DETAILS
	2' x 2' SURFACE OR RECESSED EMERGENCY LUMINAIRE, SEE FIXTURE SCHEDULE FOR DETAILS
	2' x 4' SURFACE OR RECESSED EMERGENCY LUMINAIRE, SEE FIXTURE SCHEDULE FOR DETAILS
	TRACK LIGHTING
	EMERGENCY LIGHT WITH DUAL HEADS AND BATTERY, SURFACE OR FLUSH MOUNTED, SEE FIXTURE SCHEDULE FOR DETAILS, MOUNT AT 84" AFF TO CENTER UNLESS OTHERWISE INDICATED
	EXIT LIGHT, CEILING OR WALL MOUNTED, ARROWS INDICATE DIRECTIONAL ARROW ON LUMINAIRE AND SHADED AREAS INDICATE FACE OF EXIT LIGHT, SEE FIXTURE SCHEDULE FOR DETAILS
	COMBINATION EXIT AND EMERGENCY LIGHT, CEILING OR WALL MOUNTED, ARROWS INDICATE DIRECTIONAL ARROW ON LUMINAIRE AND SHADED AREAS INDICATE FACE OF EXIT LIGHT, SEE FIXTURE SCHEDULE FOR DETAILS
	JUNCTION BOX ABOVE FINISHED CEILING WITH FLEXIBLE RACEWAY WHIPS TO LUMINAIRES
$	SWITCH, SINGLE POLE, MOUNT AT 46" AFF TO CENTER OF DEVICE UNLESS OTHERWISE INDICATED
$2	SWITCH, DOUBLE POLE, MOUNT AT 46" AFF TO CENTER OF DEVICE UNLESS OTHERWISE INDICATED
$3	SWITCH, 3-WAY, MOUNT AT 46" AFF TO CENTER OF DEVICE UNLESS OTHERWISE INDICATED
$4	SWITCH, 4-WAY, MOUNT AT 46" AFF TO CENTER OF DEVICE UNLESS OTHERWISE INDICATED
$C	SWITCH, TIMER OPERATED, MOUNT AT 46" AFF TO CENTER OF DEVICE UNLESS OTHERWISE INDICATED
$D	SWITCH, SINGLE POLE DIMMER, MOUNT AT 46" AFF TO CENTER OF DEVICE UNLESS OTHERWISE INDICATED
$3D	SWITCH, 3-WAY DIMMER, MOUNT AT 46" AFF TO CENTER OF DEVICE UNLESS OTHERWISE INDICATED
$K	SWITCH, KEY OPERATED, MOUNT AT 46" AFF TO CENTER OF DEVICE UNLESS OTHERWISE INDICATED
$M	SWITCH, SINGLE POLE MOMENTARY CONTACT, 3 POSITIONS, MOUNT AT 46" AFF TO CENTER OF DEVICE UNLESS OTHERWISE INDICATED
$OS	SWITCH, OCCUPANCY SENSOR, MOUNT AT 46" AFF TO CENTER OF DEVICE UNLESS OTHERWISE INDICATED
$P	SWITCH, PILOT LIGHT, MOUNT AT 46" AFF TO CENTER OF DEVICE UNLESS OTHERWISE INDICATED
$T	SWITCH, THERMAL (MOTOR), MOUNT AT 46" AFF TO CENTER OF DEVICE UNLESS OTHERWISE INDICATED
OS	OCCUPANCY SENSOR, CEILING MOUNTED, ARROW INDICATES APPROXIMATE AIMING DIRECTION, COORDINATE LOCATION WITH ARCHITECTURAL PLANS AND OTHER TRADES
OS W	OCCUPANCY SENSOR, WALL MOUNTED, MOUNT AT 6" BFC TO CENTER OF DEVICE, ARROW INDICATES APPROXIMATE AIMING DIRECTION, COORDINATE LOCATION WITH ARCHITECTURAL PLANS AND OTHER TRADES
PC	PHOTOCELL, MOUNT FACING THE NORTH WHERE POSSIBLE, SEE DETAIL PLANS FOR WIRING
TC	TIME CLOCK, MOUNT AT MAXIMUM OF 66" AFF TO TOP OF ENCLOSURE, SEE DETAIL PLANS FOR WIRING

ABBREVIATIONS AND DEFINITIONS

TERM	DESCRIPTION	TERM	DESCRIPTION
A	AMPERES OR AMPS (ALSO I)	MAX	MAXIMUM
ABBR	ABBREVIATION	MCA	MINIMUM CIRCUIT AMPS
ADA	AMERICANS WITH DISABILITY ACT	MCB	MAIN CIRCUIT BREAKER
AFF	ABOVE FINISHED FLOOR	MCP	MOTOR CIRCUIT PROTECTION
AFG	ABOVE FINISHED GRADE	MEP	MECHANICAL ELECTRICAL PLUMBING
AHJ	AUTHORITY HAVING JURISDICTION	MH	MAN OR MAINTENANCE HOLE
ALT	ALTERNATE	MHO	MAGNETIC HOLD OPEN
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	MIN	MINIMUM
		MLO	MAIN LUGS ONLY
ATS	AUTOMATIC TRANSFER SWITCH	MOCP	MAXIMUM OVER-CURRENT PROTECTION
AWG	AMERICAN WIRE GAUGE		
BD	BOARD	MTS	MANUAL TRANSFER SWITCH
BDF	BUILDING DISTRIBUTION FRAME	NEC	NATIONAL ELECTRICAL CODE
BFC	BELOW FINISHED GRADE	NECA	NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION
BLDG	BUILDING		
CAT	CATEGORY	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
CATV	COMMUNITY ANTENNA TELEVISION (CABLE TELEVISION)		
		NESC	NATIONAL ELECTRICAL SAFETY CODE
CCTV	CLOSED CIRCUIT TELEVISION	NFC	NATIONAL FIRE CODE
CFCI	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED	NFPA	NATIONAL FIRE PREVENTION ASSOCIATION
CFOI	CONTRACTOR FURNISHED, OWNER INSTALLED	NIC	NOT IN CONTRACT
		NRTL	NATIONALLY RECOGNIZED TESTING LABORATORY
CMU	CONCRETE MASONRY UNIT		
CO	CONVENIENCE OUTLET (RECEPTACLE)	NTS	NOT TO SCALE
		OC	ON CENTER
CONT	CONTINUOUS	OCPD	OVER-CURRENT PROTECTIVE DEVICE
CT	CURRENT TRANSFORMER	OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
CTR	COUNTER		
DEMO	DEMOLITION	OFOI	OWNER FURNISHED, OWNER INSTALLED
DET	DETAIL		
DIV	DIVISION	OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
DIM	DIMENSION		
DPDT	DOUBLE-POLE, DOUBLE THROW	PB	PULL BOX
DPST	DOUBLE-POLE, SINGLE THROW	PBX	PRIVATE BRANCH EXCHANGE (PHONE SWITCH)
DWG	DRAWING		
ELEC	ELECTRICAL	POE	POWER OVER ETHERNET
EMI	ELECTROMAGNETIC INTERFERENCE	PROVIDE	FURNISH, INSTALL AND CONNECT READY FUNCTIONAL USE BY OWNER
EMT	ELECTRICAL MAGNETIC TUBING		
ENCL	ENCLOSURE	PSMH	PULSE-START METAL HALIDE
ENT	ELECTRICAL NON-METALLIC TUBING	PT	POTENTIAL TRANSFORMER
EPO	EMERGENCY, POWER OFF	PTZ	PAN, TILT AND ZOOM VIDEO CAMERA



PLAN NORTH

B1 ELECTRICAL SITE PLAN
SCALE: 1/16"=1'-0"

GENERAL SHEET NOTES

A. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CIRCUITS AND ELECTRICAL EQUIPMENT THAT RELATE TO THIS PROJECT.

B. CONTRACTOR SHALL VERIFY THAT ALL EXISTING CIRCUITS AND ELECTRICAL EQUIPMENT, THAT ARE NOTED TO REMAIN, ARE IN GOOD WORKING CONDITION BEFORE PROCEEDING TO INSTALL NEW CONDUIT/WIRE TO THOSE DEVICES.

C. FOR DEMOLITION AND PROPOSED ELECTRICAL RISER DIAGRAMS, SEE SHEET E-601.

D. ROUTING OF NEW FEEDERS SHOWN IS APPROXIMATE. CONTRACTOR TO ROUTE ALL NEW FEEDERS BASED ON FIELD CONDITIONS.

E. LOCATION OF EXISTING UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND UTILITIES WITHIN PROJECT AREA, REGARDLESS OF WHETHER OR NOT THEY ARE SHOWN ON THIS PLAN.

SHEET KEYNOTES

1. EXISTING UTILITY POWER POLE WITH (3) 25kVA POLE MOUNTED TRANSFORMERS.
2. EXISTING (2) 2-1/2" CONDUITS EACH WITH 4#4/0, SERVICE FOR EXISTING PANEL "A".
3. EXISTING CT METER ENCLOSURE ON BUILDING FOR SERVICE.
4. EXISTING 400A/3P, SN, 240V, FUSIBLE DISCONNECT SWITCH FOR SERVICE.
5. NEW DIESEL GENERATOR.
6. NEW AUTOMATIC TRANSFER SWITCH ON BUILDING. REFER TO DRAWING E-601 RISER DIAGRAM FOR ADDITIONAL INFORMATION.
7. NEW TRENCH TO AUTOMATIC TRANSFER SWITCH. COORDINATE WITH GENERATOR MANUFACTURER FOR STUB UP LOCATIONS OF ALL CONDUITS. PROVIDE CONDUITS AND CONDUCTORS IN TRENCH AS SHOWN ON E-601.
8. NEW ENCLOSURE. REFER TO ARCHITECTURAL DRAWING A-101 FOR REQUIREMENTS.

WILSON & COMPANY
4900 LANG AVENUE NE
ALBUQUERQUE, NM 87109
PHONE: (505) 348-4000

CONSULTANTS

SEAL
PHILLIP J. SITGES
NEW MEXICO
22284
PROFESSIONAL ENGINEER
6/16/2016

PROJECT NAME:
NORTH CENTRAL REGIONAL TRANSIT - ESPANOLA OFFICE STANDBY GENERATOR
1327 N. RIVERSIDE DR
ESPANOLA, NEW MEXICO

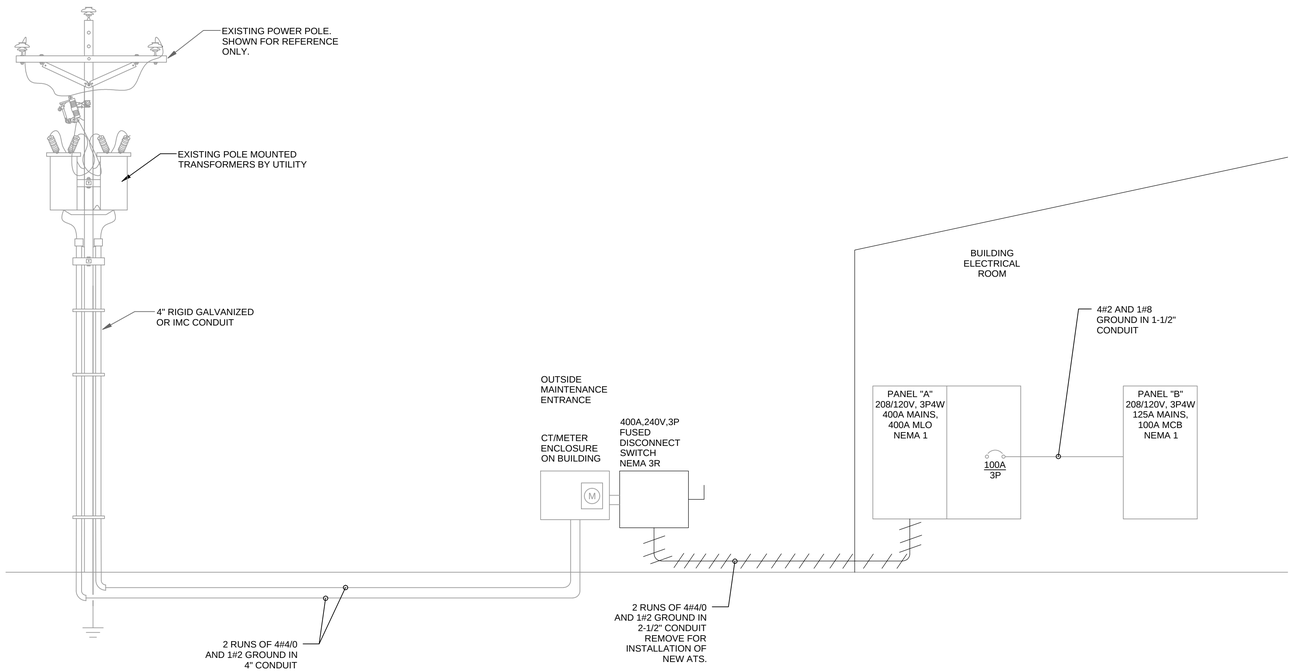
MARK	DATE	DESCRIPTION

PROJECT NO: 16-100-040-02
DRAWN BY DJL
CHECKED BY PJS

SHEET TITLE
ELECTRICAL SITE PLAN

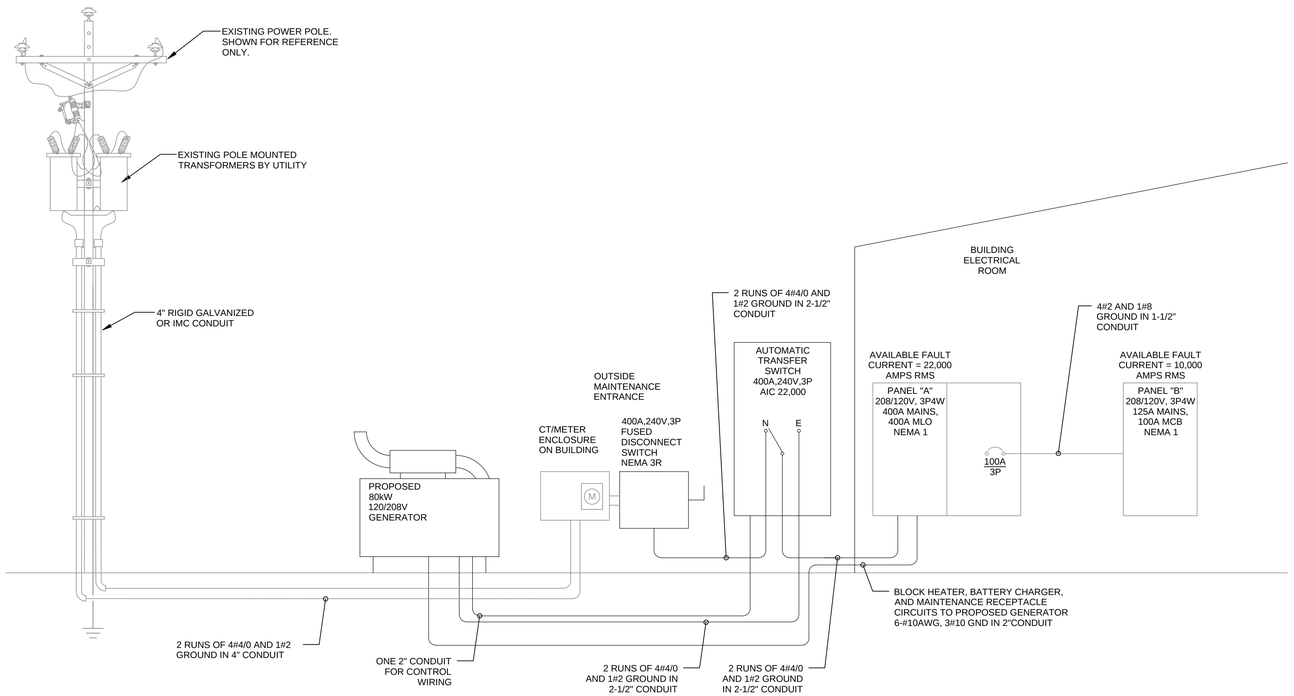
ES-101

SHEET 4 OF 5


EXISTING POWER POLE. SHOWN FOR REFERENCE ONLY.
EXISTING POLE MOUNTED TRANSFORMERS BY UTILITY
4" RIGID GALVANIZED OR IMC CONDUIT
2 RUNS OF 4#4/0 AND 1#2 GROUND IN 4" CONDUIT
OUTSIDE MAINTENANCE ENTRANCE
CT/METER ENCLOSURE ON BUILDING
400A,240V,3P FUSED DISCONNECT SWITCH NEMA 3R
BUILDING ELECTRICAL ROOM
4#2 AND 1#8 GROUND IN 1-1/2" CONDUIT
PANEL "A" 208/120V, 3P4W 400A MAINS, 400A MLO NEMA 1
100A 3P
PANEL "B" 208/120V, 3P4W 125A MAINS, 100A MCB NEMA 1
2 RUNS OF 4#4/0 AND 1#2 GROUND IN 2-1/2" CONDUIT REMOVE FOR INSTALLATION OF NEW ATS.

E1 ELECTRICAL RISER DIAGRAM - EXISTING

SCALE: NOT TO SCALE


EXISTING POWER POLE. SHOWN FOR REFERENCE ONLY.
EXISTING POLE MOUNTED TRANSFORMERS BY UTILITY
4" RIGID GALVANIZED OR IMC CONDUIT
2 RUNS OF 4#4/0 AND 1#2 GROUND IN 4" CONDUIT
PROPOSED 80kW 120/208V GENERATOR
OUTSIDE MAINTENANCE ENTRANCE
CT/METER ENCLOSURE ON BUILDING
400A,240V,3P FUSED DISCONNECT SWITCH NEMA 3R
AUTOMATIC TRANSFER SWITCH 400A,240V,3P AIC 22,000
N
E
BUILDING ELECTRICAL ROOM
2 RUNS OF 4#4/0 AND 1#2 GROUND IN 2-1/2" CONDUIT
4#2 AND 1#8 GROUND IN 1-1/2" CONDUIT
AVAILABLE FAULT CURRENT = 22,000 AMPS RMS
PANEL "A" 208/120V, 3P4W 400A MAINS, 400A MLO NEMA 1
100A 3P
AVAILABLE FAULT CURRENT = 10,000 AMPS RMS
PANEL "B" 208/120V, 3P4W 125A MAINS, 100A MCB NEMA 1
ONE 2" CONDUIT FOR CONTROL WIRING
2 RUNS OF 4#4/0 AND 1#2 GROUND IN 2-1/2" CONDUIT
2 RUNS OF 4#4/0 AND 1#2 GROUND IN 2-1/2" CONDUIT
BLOCK HEATER, BATTERY CHARGER, AND MAINTENANCE RECEPTACLE CIRCUITS TO PROPOSED GENERATOR 6-#10AWG, 3#10 GND IN 2"CONDUIT

B1 ELECTRICAL RISER DIAGRAM - PROPOSED

SCALE: NOT TO SCALE

PANEL A SCHEDULE (EXISTING) — LOCATION: UTILITY RM — FED FROM: MAIN

208/120 VOLT, 3-PHASE, 4-WIRE — 400 AMP BUS, 400 AMP MLO — 10,000 AIC

SECTION 1

CT. #	DESCRIPTION	BKR (AMPS)	POLES	LOAD (VA)	TOTAL VA A	TOTAL VA B	TOTAL VA C	LOAD (VA)	POLES	BKR (AMPS)	DESCRIPTION	CT. #
1	LIGHTS - OFFICES (EXISTING)	20	1		0				1	20	LIGHTS - BUS WAITING/OFFICES (EXISTING)	2
3	LIGHTS - HALL/STORAGE (EXISTING)	20	1			0			1	20	LIGHTS - DISPATCH (EXISTING)	4
5	LIGHTS - HALL/TOILETS (EXISTING)	20	1				0		1	20	LIGHTS - DRIVER READY ROOM (EXISTING)	6
7	LIGHTS - EM EXIT (EXISTING)	20	1		0				1	20	LIGHTS - TRAINING ROOM (EXISTING)	8
9	LIGHTS - MAINTENANCE (EXISTING)	20	1			0			1	20	LIGHTS - TRAINING ROOM (EXISTING)	10
11	**BATTERY CHARGER**	20	1	1200			1200		1	20	LIGHTS - UTILITY/STORAGE (EXISTING)	12
13	LIGHTS - UTILITY (EXISTING)	20	1		0				1	20	RECEPT - OPEN OFFICE (EXISTING)	14
15	LIGHTS - EXTERIOR (EXISTING)	20	1			0			1	20	RECEPT - OPEN OFFICE (EXISTING)	16
17	**BLOCK HEATER**	20	1	1200			1200		1	20	RECEPT - OPEN OFFICE (EXISTING)	18
19	RECEPT - PROJECT MANAGER (EXISTING)	20	1		0				1	20	RECEPT - OPEN OFFICE (EXISTING)	20
21	RECEPT - PRINTING (EXISTING)	20	1			0			1	20	RECEPT - FINANCIAL ANALYST (EXISTING)	22
23	RECEPT - TRAINING RM (EXISTING)	20	1				0		1	20	RECEPT - FINANCIAL MANAGER (EXISTING)	24
25	RECEPT - JAN//KITCHEN (EXISTING)	20	1		0				1	20	RECEPT - CONFERENCE (EXISTING)	26
27	RECEPT - KITCHEN (EXISTING)	20	1			0			1	20	RECEPT - EXECUTIVE DIRECTOR (EXISTING)	28
29	RECEPT - KITCHEN (EXISTING)	20	1				0		1	20	RECEPT - BOARD/TRAINING (EXISTING)	30
31	RECEPT - VENDING (EXISTING)	20	1		0				1	20	RECEPT - EXECUTIVE ASST (EXISTING)	32
33	RECEPT - VENDING (EXISTING)	20	1			0			1	20	RECEPT - BOARD/TRAINING (EXISTING)	34
35	RECEPT - VENDING (EXISTING)	20	1				0		1	20	RECEPT - BOARD/TRAINING (EXISTING)	36
37	RECEPT - DRIVER/READY RM (EXISTING)	20	1		0				1	20	RECEPT - TELE/COMP (EXISTING)	38
39	RECEPT - BUS WAIT/DISPATCH (EXISTING)	20	1			0			1	20	RECEPT - TELE/COMP (EXISTING)	40
41	RECEPT - DISPATCH (EXISTING)	20	1				0		1	20	RECEPT - TELE/COMP (EXISTING)	42

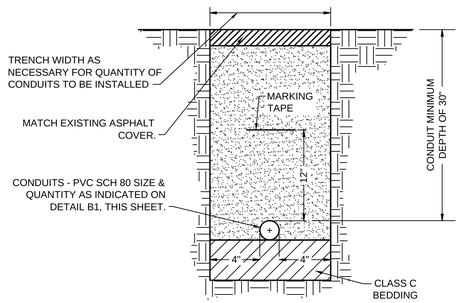
SECTION 2

43	**CONVENIENCE RECEPTACLE**	20	1	180	180				1	20	SPARE	44
45	SPARE	20	1			0			1	20	SPARE	46
47	SPARE	20	1				0		1	20	SPARE	48
49	SPARE	20	1		0				1	20	SPARE	50
51	SPARE	20	1			0			1	20	SPARE	52
53	SPARE	20	1				0		1	20	SPARE	54
55	SPARE	20	1		0				1	20	SPARE	56
57	SPARE	20	1			0			1	20	SPARE	58
59	SPARE	20	1				0		1	20	SPARE	60
61	SPARE	20	1		0				1	20	SPARE	62
63	SPARE	20	1			0			1	20	SPARE	64
65	SPARE	20	1				0		1	20	SPARE	66
67	SPARE	20	1		0				1	20	SPARE	68
69	SPARE	20	1			0			1	20	SPARE	70
71	SPARE	20	1				0		1	20	SPARE	72
73	SPARE	20	1		0				1	20	SPARE	74
75	SPARE	20	1			0			1	20	SPARE	76
77	SPARE	20	1				0		1	20	SPARE	78
79	SPARE	20	1		0				1	20	SPARE	80
81	SPARE	20	1			0			1	20	SPARE	82
83	SPARE	20	1				0		1	20	SPARE	84
					180	0	2400					

TOTAL CONNECTED LOAD (VA) 2580.0

CONNECTED LOAD SUMMARY	
LIGHTING CONNECTED LOAD (VA)	0
RECEPTACLE CONNECTED LOAD (VA)	0
NON-CONTINUOUS CONNECTED LOAD (VA)	1200
KITCHEN CONNECTED LOAD (VA)	0
TOTAL CONNECTED LOAD (kVA)	**1.2**
TOTAL CONNECTED AMPS	**3.3**

DEMAND LOAD SUMMARY	
LIGHTING DEMAND LOAD (VA)	0
RECEPTACLE DEMAND LOAD (VA)	0
NON-CONTINUOUS DEMAND LOAD (VA)	1200
KITCHEN DEMAND LOAD (VA)	0
TOTAL DEMAND LOAD (kVA)	**1.2**
TOTAL DEMAND AMPS	**3.3**


TRENCH WIDTH AS NECESSARY FOR QUANTITY OF CONDUITS TO BE INSTALLED
MATCH EXISTING ASPHALT COVER.
CONDUITS - PVC SCH 80 SIZE & QUANTITY AS INDICATED ON DETAIL B1, THIS SHEET.
MARKING TAPE
12"
CONDUIT MINIMUM DEPTH OF 30"
4"
4"
CLASS C BEDDING

NOTES:

1. ALL DIRECT BURY CONDUITS SHALL BE CONSTRUCTED LIKE THIS DETAIL UNLESS NOTED OTHERWISE.
2. COMPACT ALL TRENCH BACKFILL TO 95% COMPACTION PER PROJECT SPECIFICATIONS. BACKFILL MATERIAL SHALL HAVE AN R-VALUE > 50 AND BE FREE OF ORGANIC MATTER, SILT, CLAY BALLS OR STONES, AND ANY OTHER DELETERIOUS MATERIALS.
3. CONDUITS SHALL BE MARKED WITH A 6" WIDE RED PLASTIC MARKER WITH DETECTABLE STRIP AND SHALL HAVE A LABEL TO INDICATE "POWER". IDENTIFYING MARKER STRIP SHALL BE PLACED IN THE BACKFILL AT APPROXIMATELY 12" ABOVE THE ENTIRE LENGTH OF THE CONDUITS.
4. TRENCH SIDE SLOPES MUST CONFORM TO OSHA REQUIREMENTS.
5. WHEN INSTALLING MULTIPLE CONDUITS, CONTRACTOR SHALL MAINTAIN A MINIMUM 1" SEPARATION BETWEEN CONDUITS ON ALL SIDES.

A7 ELECTRICAL TRENCH DETAIL

SCALE: NOT TO SCALE

WILSON & COMPANY
4900 LANG AVENUE NE
ALBUQUERQUE, NM 87109
PHONE: (505) 348-4000

CONSULTANTS

SEAL

PHILLIP J. SITGES
NEW MEXICO
22284
PROFESSIONAL ENGINEER
6/16/2016

PROJECT NAME:
NORTH CENTRAL REGIONAL TRANSIT - ESPANOLA OFFICE STANDBY GENERATOR
1327 N. RIVERSIDE DR
ESPANOLA, NEW MEXICO

MARK	DATE	DESCRIPTION

PROJECT NO: 16-100-040-02

DRAWN BY DJL

CHECKED BY PJS

SHEET TITLE
ELECTRICAL SCHEDULES AND DIAGRAMS

E-601

SHEET 5 OF 5

Daniel Barrone
Chair

Anthony J. Mortillaro
Executive Director

Governmental
Board of Directors

City of Española

City of Santa Fe

Town of Edgewood

County of Rio Arriba

County of Santa Fe

County of Los Alamos

County of Taos

Town of Taos

Nambe` Pueblo

Ohkay Owingeh Pueblo

Santa Clara Pueblo

Pueblo of Pojoaque

Pueblo of Tesuque

Pueblo de San Ildefonso

IFB#2016-001R2
Bid Results
January 20, 2017

The following bids were received for the generator portion of project:

Omega Contractors	$69,373.61	Bid on bid alternate
B&D Industries	$74,991.84	Bid on bid alternate
Great Western Electrical	$82,062.39	Bid on bid alternate
Pueblo Electric, Inc.	$98,073.30	Bid on bid alternate

Bids received after this time were not opened, and rejected to sender.

Contractor: Omega Contractors

BID FORM

This Bid is submitted to North Central Regional Transit District (hereinafter called "OWNER").

1. The undersigned (hereinafter called "BIDDER"), in compliance with your invitation for bids for the NCRTD Espanola Office Backup Generator , having examined the drawings and specifications, with related documents, and having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, materials and supplies, hereby proposes to furnish all labor, materials and supplies, permits, in accordance with the contract documents at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

2. **BID: The Bidder agrees to perform all of the following Work for the Bid amount for NCRTD Espanola Office Backup Generator determined as follows:**

TABLE OF CONTENTS

Page

ARTICLE 1 – Bid Recipient 19

ARTICLE 2 – Bidder's Acknowledgements 19

ARTICLE 3 – Bidder's Representations 19

ARTICLE 4 – Bidder's Certification 20

ARTICLE 5 – Basis Bid 21

ARTICLE 6 – Time of Completion 22

ARTICLE 7 – Attachments to this Bid 22

ARTICLE 8 – Defined Terms 22

ARTICLE 9 – Bid Submittal 23

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

North Central Regional Transit District
1327 N. Riverside Dr.
Espanola, NM, 87532

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
n/a	n/a

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings. ***No Reports available for this project.***

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	BID PRICE
Base Bid – Electrical Generator and Building Connection					
1a	80kW Generator and 400 Amp Automatic Transfer switch	1	LS		38,185.00
1b	Generator block heater/low voltage feeder	1	LS		3,739.00
1c	Generator feeder to ATS	1	LS		7,644.00
1d	Wall Unistrut Frame	1	LS		1,284.00
1e	Connect ATS to Disconnect and to Panel A	1	LS		4,805.00
1f	Trenching/Asphalt Repair	1	LS		5,677.00
1g	Electric Utility-2 trips to energize/de-energize the service	1	AL	$2,400.00	2,568.00
[OPTIONAL] Bid Alternate - Cement Block Enclosure with Decorative Gate					
2a	Cement Block Enclosure with Gate	1	LS		24,508.00
2b	Bollards	1	LS		984.00
2c	Asphalt Repair	1	LS		1,092.00

SUBTOTAL BASE BID ITEMS 1(a-g)	$ 63,902.00
NM GROSS RECEIPTS TAX (NMGRT) AT 8.5625%	$ 5,471.61
BASE BID PLUS NMGRT	**$ 69,373.61**
[OPITONAL] BID ALTERNATE 2(a-c)	$ 26,584.00
NM GROSS RECEIPTS TAX (NMGRT) AT 8.5625%	$ 2,276.26
TOTAL CONTRACT - BASE BID PLUS BID ALTERNATE AND NMGRT	**$ 98,233.87**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bonds required under Paragraph 6.01 of the General Conditions will be based on the Total Contract Price if bidding on optional Bid Alternate.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be Substantially complete within 120 Calendar days and ready for final payment within 150 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

6.02 BIDDER further agrees to pay, as liquidated damages, the amount of ($500) five hundred dollars for each consecutive calendar day thereafter as provided in the Supplementary Conditions.

A. Upon receipt of Notice of Recommendation to Award, BIDDER shall execute the formal Contract Documents within five (5) Calendar days and deliver the Performance Bond, Labor and Material Payment Bond, and Certificates of Insurance as required herein.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. Certification of Bidder Regarding Affirmative Action/Equal Employment Opportunity and Non-discrimination form;

D. Bidders Listing of Subcontractors for Compliance with Subcontractor Fair Practices Act.

E. Bidders listing of "Public Works Contracts" Registration of Contractors and Subcontractors.

F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

G. Contractor's License No.: 93297 (EE98)

H. Contractor's Department of Labor Registration Number : 01375720100424

I. Resident Contractor or Resident Veteran if applicable. Certificate Number: *N/A*

J. Contractors FIN: 56-2546704

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Omega Electrical Contractors, Incorporated dba Omega Contractors

By:
[Signature]

[Printed name] Justin Grimm President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name] Elizabeth Miles-Grimm

Title: Secretary

Submittal Date: 01/20/17

Address for giving notices:

PO Box 1690, Peralta, NM 87042-1690

Telephone Number: 505-344-2761

Fax Number: 505-342-5635

Contact Name and e-mail address: Justin Grimm, President justin-omega@swcp.com

BIDDER'S LISTING of SUBCONTRACTORS

BIDDER'S LIST OF PROPOSED SUBCONTRACTORS

Tartan Construction, LLC	**General Contractor**
Precision Concrete Services, Inc	**Asphalt and concrete cutting**
Mountain States Crane, LLC	**Crane services**

for

COMPLIANCE with SUBCONTRACTORS FAIR PRACTICES ACT

PROJECT: NCRTD Espanola Office Backup Generator
BIDDER must list all Subcontractors to be used for work identified in the Supplementary Conditions, when the subcontract amount exceeds the listing threshold: $6,000
[Use additional sheets if necessary.]

NAME OF SUBCONTRACTOR and LOCATION OF PLACE OF BUSINESS	CATEGORY of WORK of SUBCONTRACTOR
Tartan Construction, LLC (Name)	general contractor (Category)
6004-C Anaheim Avenue NE, Albuqurque, NM 87113 (Location)	
(Name)	(Category)
(Location)	
(Name)	(Category)
(Location)	
(Name)	(Category)
(Location)	
(Name)	(Category)
(Location)	

NOTICE TO BIDDER

The above listing must include the NAME, LOCATION OF PLACE OF BUSINESS and CATEGORY OF WORK, which will be done by each subcontractor on the list. List only one subcontractor for each category of work. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL MAKE THE BID NON–RESPONSIVE and the Bid will be rejected.

CONTRACTOR:

FIRM: Omega Contractors

By: Justin Grimm
Title: President

Date: 01/20/17

SFPA-1

BIDDERS LISTING OF "PUBLIC WORKS CONTRACTS—REGISTRATION OF CONTRACTORS AND SUBCONTRACTORS

A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a public works project that is subject to the Public Works Minimum Wage Act.

Project: NCRTD Espanola Office Backup Generator

SUBCONTRACTOR NAME/ CATEGORY OF WORK	DEPARTMENT OF LABOR REGISTRATION NUMBER	DATE OF REGISTRATION
Omega Contractors - electrical contractor	01375720100424	04/09/16
Tartan Construction, LLC - general contractor	002570920121129	11/28/16
Precision Concrete Services, Inc - concrete cutting	0044020050602	11/30/16
Mountain States Crane, LLC - crane services	002468820120601	05/09/16

NOTICE TO BIDDER
The above listing must include the NAME, LOCATION OF PLACE OF BUSINESS and CATEGORY OF WORK which will be done By each subcontractor on the list. List only One subcontractor for each category of work. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL MAKE THE BID NON-RESPONSIVE and the Bid will be rejected.

CONTRACTOR:
FIRM: Omega Contractors
By: Justin Grimm
TITLE: President
DATE: 01/20/17

"PUBLIC WORKS CONTRACTS-REGISTRATION OF CONTRACTORS AND SUBCONTRACTORS"

A. Except as otherwise provided in this subsection, a contractor or subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a public works project that is subject to the Public Works Minimum Wage Act shall be registered with the labor and industrial division of the labor department. All tiers of subcontractors shall be subject to the requirements of this subsection. Bidding documents issued or released by a state agency shall include notification that the contractor or subcontractor is required to register pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.

The state or any political subdivision of the state shall not accept a bid on a public works project subject HB 471 to the Public Works Minimum Wage Act from a contractor that does not provide proof of required registration for itself or its subcontractors.

B. Contractors and subcontractors may register with the division on a form provided by the division and in accordance with labor department rules. The division shall charge an annual registration fee of two hundred dollars ($200.00). The division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.

C. Registration fees collected by the division shall be deposited in the labor enforcement fund."

Section 2. A new section of the Public Works Minimum Wage Act is enacted to read:

"LABOR ENFORCEMENT FUND—CREATION—USE. – The "labor enforcement fund" is created in the state treasury. The fund shall consist of contractor and subcontractor registration fees collected by the labor and industrial division of the labor department and all investment and interest income from the fund. The fund shall be administered by the division and money in the fund is appropriated to the division for administration and enforcement of the Public Works Minimum Wage Act. Money in the fund shall not revert to the general fund at the end of a fiscal year."

Section 3. A new section of the Public Works Minimum Wage Act is enacted to read:

"REGISTRATION CANCELLATION, REVOCATION, SUSPENSION - - INJUNCTIVE RELIEF. - - The director of the labor and industrial division of the labor department may:

A. Cancel, revoke or suspend with conditions, including probation, the registration of any party required to be registered pursuant to the Public Works Minimum Wage Act for failure to comply with the registration provisions or for good cause, subject to appeal pursuant to Section 13-4-15 NMSA 1978; and

B. Seek injunctive relief in district court for failure to comply with the registration provisions of the Public Works Minimum Wage Act. HB 471

CERTIFICATION OF BIDDER REGARDING AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION

PROJECT: NCRTD Espanola Office Backup Generator

The Bidder hereby acknowledges and agrees to abide by the Special provisions for Affirmative Action/Equal Employment Opportunity and Nondiscrimination and all other provisions, regulations, of the OWNER for Affirmative Action/Equal Employment Opportunity and Nondiscrimination.

The Bidder has participated with any agency in a previous contract or subcontract subject to any Equal Employment Opportunity and Nondiscrimination in Employment requirements?

Yes (X) No ( )

Compliance reports were required to be filled in connection with such contract or subcontract?

Yes ( ) No (X)

The Bidder has filed all compliance reports due under applicable instructions? If answer to this statement is "No, explain in detail on the reverse side of this certification. Yes

Omega Contractors
Name of Bidder

PO Box 1690, Peralta, NM 87042-1690
Address of Bidder

505-344-2761
Telephone Number

By (Signature) 01/20/17 (Date)

Justin Grimm, President
Printed Name & Title of Bidder's Authorized Representative.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
Omega Electrical Contractors, Inc.
P.O. Box 1690
Peralta, NM 87042

SURETY *(Name, and Address of Principal Place of Business)*:
North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101

OWNER *(Name and Address)*: North Central Regional Transit District
1327 N. Riverside Drive
Espanola, NM 87532

BID
Bid Due Date: January 20, 2017
Description *(Project Name— Include Location)*: NCRTD Espanola Office Backup Generator
IFB No. 2016-001R2

BOND
Bond Number: Bid Bond
Date: January 17, 2017
Penal sum *** Five Percent (5%) of Amount Bid *** ($ ----------5%----------)
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Omega Electrical Contractors, Inc. (Seal)	North American Specialty Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
JUSTIN GRIMM	Shirley A. Talley
Print Name	Print Name
PRESIDENT	Attorney-In-Fact
Title	Title
Attest: Signature	Attest: Signature
SECRETARY	Client Service Agent
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint: Shirley A. Talley

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Omega Electrical Contractors, Inc. **Bond Number:**

Obligee: North Central Regional Transit District **Bond Amount:** **See Bond Form**

Bond Description: NCRTD Espanola Office Backup Generator. IFB No. 2016-001R2 Espanola, NM.

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of October, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of October, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M KENNY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/04/2017

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of January, 2017.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

OFFICE OF THE
PUBLIC REGULATION COMMISSION

CERTIFICATE OF INCORPORATION

OF

OMEGA ELECTRICAL CONTRACTORS, INCORPORATED

2660900

The Public Regulation Commission certifies that the Articles of Incorporation, duly signed and verified pursuant to the provisions of the

BUSINESS CORPORATION ACT
(53-11-1 to 53-18-12 NMSA 1978)

have been received by it & are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Certificate of Incorporation & attaches hereto, a duplicate of the Articles of Incorporation.

Dated: DECEMBER 1, 2005

In testimony whereof, the Public Regulation of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to affixed at the City of Santa Fe.

Chairman

Bureau Chief

OFFICE OF THE SECRETARY OF STATE

NEW MEXICO

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

OMEGA ELECTRICAL CONTRACTORS, INCORPORATED

2660900

A corporation organized under the laws of New Mexico is duly authorized to transact business in New Mexico, as a Domestic Profit Corporation, under the

Business Corporation Act - (53-11-1 To 53-18-12 NMSA 1978)

having filed its Articles of Incorporation on December 1, 2005 and Certificate Of Incorporation issued as of said date.

It is further certified that the fees due the Office of the Secretary of State which have been assessed against the above named entity, have been paid to date and is in corporate good standing and duly authorized to transact business as its corporate existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entities financial condition or business activities and practices.

This good standing status expires on March 15, 2017

Certificate issued on **May 19, 2015**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.

GREAT SEAL OF THE STATE OF NEW MEXICO
CRESCIT EUNDO
1912

Dianna J. Duran
Dianna J. Duran
Secretary of State

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

OMEGA CONTRACTORS

LICENSE NUMBER

93297

EXPIRES

01/31/2018

Qualifying Party(S)

GRIMM JUSTIN

CLASSIFICATION(S)

GF98

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

Certificate of Contractor Registration

This is to certify that

Omega Electrical Contractors, Inc

Omega Contractors

6004-A ANAHEIM AVENUE NE

ALBUQUERQUE, NM, 87113-1804

has registered with the Department of Workforce Solutions

Registration Date: 4/9/2016 **Registration Number: 01375720100424**

**This certificate <u>does not</u> show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.state.nm.us/pwaa**

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: February 3, 2017

Agenda Item - D

Title: Discussion and Consideration of Resolution No. 2017-08 Reallocating the Capital Project Budgets to the Operations Area Remodel

Prepared By: Troy Bingham, Finance Director

Background: This budget reallocation has been reviewed by the Finance Committee at their January 27, 2017 meeting and has been recommended for approval by the Board.

This Board item is pursuant to Financial Policy#1 Section 6-Capital Program, Subsection A(e) requires the Board's approval for major changes in project scope or direction.

Summary: Staff is seeking a Capital Projects reallocation in the FY2017 Budget from completed capital projects with project savings to the Operations Area Remodel project. In the FY2017 Budget, NCRTD planned for remodeling the Operations area of the Española administration building to accommodate a 3rd supervisor cubicle, a 3rd dispatch space, and conference room/future office for operations. This construction area would expand the operation's management area into an area previously designated as a rider waiting area that was never utilized as originally planned due to the fact that it is not adjacent to current passenger pickup areas. The initial remodel plans were not modified to reprogram this area due to the costs associated at the time with a change order and budgetary limitations. The public restroom by the backdoor would remain open and available to the travelling public. Procurement staff contacted four contractors for quotes. Two contractors submitted bids. The following low bid was submitted:

• Hardwall Conference/Office Room, Demo Separation Wall, Additional Electrical Receptacles, Additional IT Receptacles, Create IT Closet	$ 23,181
• New Cubicles and Additional Conference Chairs	$ 21,513
• Carpet Passenger Waiting Area to match	$ 2,495
• New Router and associated wiring	$ 2,500
• 10% project contingency	$ 4,969
	$ 54,658

The FY2017 Capital Improvement Budget for the project is $22,000, an additional $32,658 of budget authority to complete the project is requested.

The FY2017 has the following projects that are currently funded through fund balance annually that have no spending currently this fiscal year:

• Shelter and Stops with Solar Lighting	$	25,000
• Bus Stop Service Improvements	$	10,000
	$	35,000

NCRTD could transfer these capital project budgets to the Operations Area Remodel project for this fiscal year and re-budget these projects in FY2018.

It is anticipated that the net effect of our actions would not increase or decrease the budget and would only reallocate capital project budgets into FY 2018:

CAPITAL EXPENSE		
Shelter and Stops with Solar Lighting	-$	22,658
Bus Stop Service Improvements	-$	10,000
Operations Area Remodel project	$	32,658
	$	-0-

Recommended Action: It is recommended that the Board approve this capital budget reallocation.

Options/Alternatives:

1. Take no action or partial action limiting operating abilities at this time; or
2. Adopt the resolution.

Fiscal Impact: The overall impact to the budget will be $0 due to reallocating funds from existing capital project budgets.

Attachment:

- Resolution No. 2017-08

North Central Regional Transit District (NCRTD)

Resolution No. 2017-08

ADOPTION OF A RESOLUTION FOR REALLOCATION OF THE FISCAL YEAR 2017 CAPITAL PROJECT BUDGETED REVENUES AND EXPENDITURES

WHEREAS, the Governing body in and for the NCRTD has developed a budget for Fiscal Year FY2017; and

WHEREAS, the District budgeted for capital projects based on estimates and

WHEREAS, the District received bids for the Operations Area Remodel project greater than the original estimate; and

WHEREAS, the District has recognized the additional amount needed for the project; and

WHEREAS, the District has sufficient budget savings in other capital projects that can be reallocated to this project; and

WHEREAS, the staff is requesting to reallocate capital project budget authority of $ 32,658 in FY2017 to Operations Area Remodel project from the various shelter and stop improvement projects.

WHEREAS, the Board of Directors of the NCRTD hereby approves the following budget transfer, in compliance with the District's financial policies; and

CAPITAL EXPENSE		
Shelter and Stops with Solar Lighting	-$	22,658
Bus Stop Service Improvements	-$	10,000
Operations Area Remodel project	$	32,658
	$	-0-

WHEREAS, the Board of Directors of the NCRTD, State of New Mexico, hereby adopts the Capital Budget reallocation described herein and restated FY2017 budget.

NOW, THEREFORE BE IT RESOLVED by the NCRTD Board of Directors that the request to reallocate funds within the capital budget line items as attached hereto and restating the FY2017 budget is approved and adopted this 3rd day of February, 2017.

_____
Daniel R. Barrone, Board Chair

Approved as to form:

_____
Peter Dwyer, Counsel

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: February 3, 2017

Agenda Item - E

Title: Discussion and Approval of Memorandum of Agreement (MOA) between NCRTD and Jicarilla Apache Nation (JAN) for Federal Fiscal Year (FY) 2016 Tribal Transit Program (TTP) Discretionary §5311(c) Funds

Prepared By: Stacey McGuire, Planning, Projects & Grants Manager

Summary: NCRTD collaborated with Staff from Jicarilla Apache Nation to complete and submit an application through the TTP Discretionary program for operational costs and capital vehicle purchase for future service between Dulce and Farmington and Dulce and Chama (alternating weekday service). For FY16, Jicarilla Apache Nation was awarded $211,197.40 from FTA through its Tribal Transit Program (TTP) Discretionary §5311(c) Program.

Jicarilla Apache Nation, as the direct recipient, has the choice as to how it would like to utilize said funds (operate its own service, suballocate/contract service to transit provider). The Tribe decided to suballocate the TTP award to the NCRTD and the mechanism for the suballocation is the attached MOA. The MOA reflects the agreement made between the two entities and has been approved by both NCRTD and Tribal legal. The MOA has been reviewed by FTA for content. If any significant substantive changes to the MOA are needed, the changes will be brought to the Board for approval.

Background: Under the FAST Act, $5 million in discretionary finds was authorized to fund transit for Federally recognized Indian Tribes in FY2016. The Tribal Transit Program supports capital projects, operating costs for new services and some planning activities.

Recommended Action: Staff recommends Board approval of this Agreement as it is necessary to outline and satisfy Federal requirements related to the 5311(c) Discretionary funding and its suballocation from Jicarilla Apache Nation to NCRTD.

Options/Alternatives: To not approve the Staff recommended MOA would severely impact the funding options to support new and/or expanded services in Rio Arriba County. GRT or another funding source would have to be identified and utilized to support the creation of new transit services.

Fiscal Impact: To not approve this MOA will result in the loss of Tribal Transit Program funds to support the new NCRTD transit services outlined between Dulce and Farmington and Chama.

Attachments:

- FY2016 MOA between Jicarilla Apache Nation and NCRTD (handout)

FEDERAL FISCAL YEAR 2016

MEMORANDUM OF AGREEMENT

BETWEEN

THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

AND

JICARILLA APACHE NATION

THIS AGREEMENT made and entered into this ??? day of ??????? by and between the North Central Regional Transit District (hereinafter referred to as "NCRTD"), and Jicarilla Apache Nation (hereinafter referred to as the "NATION").

WHEREAS, 49 U.S.C. Section 5311(c) authorizes Federal assistance for the specific purpose of assisting tribes in providing transportation services; and,

WHEREAS, the NCRTD desires to assist communities within the district in participating with the 49 U.S.C. § 5311 program; and,

WHEREAS, the NATION receives these funds from the Federal Government as a "Recipient" within the meaning of 49 U.S.C. § 5311 (a); and,

WHEREAS, the NATION has expressed a desire to have the NCRTD provide the transit services and perform the reporting requirements of 49 U.S.C. § 5311 (b) (4); and,

WHEREAS, the NATION and the NCRTD wish to enter into this Memorandum of Agreement (MOA) for the purpose of documenting their manner of implementing the program under 49 U.S.C. § 5311(c) and more specifically as a means of implementing a tribal transit program and seeking federal reimbursements;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises, agreements and representations herein, the parties agree as follows:

SECTION 1. PURPOSE OF AGREEMENT

The purpose of this AGREEMENT is to provide for the use of federal §5311 funds by the Recipient NATION and the accounting therefore and services by the Sub-recipient NCRTD.

SECTION 2. SCOPE OF THE AGREEMENT

NCRTD shall provide the transit services and account for the funds received from the NATION in accordance with the terms and conditions of this AGREEMENT. It is the intention of the parties to use the Award Amount to acquire a vehicle for the NATION and to utilize the

remaining funds to operate services five days a week between Dulce and Chama, and Dulce and Farmington. The NCRTD shall serve as an operator for transit services and shall provide all necessary administrative services but shall not be a sub-grantee or sub-recipient of the Award Amount. The NCRTD shall perform all functions necessary to administer the grant and ensure provision of the transit services and the NATION's obligation shall be only to account for the Award Amount in their single audit. NCRTD shall provide all supporting information necessary for the NATION's single audit.

Transit services provided by the NCRTD shall be those services on tribal lands described in the NCRTD's service plan as amended from time to time. Nothing herein shall be deemed to prohibit the parties from utilizing §5311 funds for any legally permissible purpose including NCRTD operations designated as appropriate for said funding. Nothing herein shall require or alter the NCRTD's implementation of routes, schedules or programs that would violate the laws of the United States, the State of New Mexico or the NATION. Nothing herein shall require the NCRTD to amend or alter its existing service plan or services other than as expressly agreed to by the parties in this AGREEMENT.

In order to facilitate the NCRTD's role as administrator of the grant the NATION agrees to take such steps as are reasonably necessary to ensure that the NCRTD has access to the federal "TrAMS" and "ECHO" systems.

SECTION 3. COST OF SERVICES

The NCRTD and NATION agree that the NCRTD shall provide transit services consistent with the scope and purposes of federal law regarding the §5311 grant from the United States. The obligations of the NCRTD shall be to provide the services in a lawful manner consistent with all grant requirements, to account for money expended and to ensure that use for administration, technical assistance and planning does not exceed established thresholds under 49 U.S.C. § 5311 (e). The NCRTD and NATION, agree that the NCRTD's responsibility to provide services under this AGREEMENT shall be limited to the amounts appropriated and allocated to the NATION under §5311(c).

Estimated Total Project Cost: $234,663.77

FFY2016 Section 5311(c) Discretionary Award Amount: $211,197.40

Jicarilla Apache Nation 10% Local Match Commitment (NATION Contract Roads FHWA Tribal Transportation funded): $23,466.37

Tribal IDC: $23,466.37

Any vehicle(s) purchased with the Award Amount shall be and remain the exclusive property of the NATION, subject only to such liens and encumbrances as may be required by the federal government.

SECTION 4. NCRTD FUNDS NOT TO BE OBLIGATED

Nothing herein shall be construed as obligating NCRTD funds for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments are to be made by the NCRTD solely from Federal funds made available to the NCRTD for said purpose(s).

SECTION 5. PROCUREMENT REQUIREMENTS

The NCRTD shall make any purchases financed in whole or in part pursuant to this AGREEMENT in accordance with the procedures set forth by the NCRTD and FTA, and applicable New Mexico State law.

SECTION 6. BILLING

Under "49 U.S.C. § 5311 (a) the NCRTD is a Contracted public transit service provider of federal funds granted to the NATION. In order to convey the funds from the NATION to the NCRTD, the NCRTD shall bill the NATION for services under this AGREEMENT on an annual basis for the total amount awarded. NATION shall pay all amounts billed under this AGREEMENT promptly upon receipt of the bill from the NCRTD but in no event more than 60 days following the date printed on the NCRTD bill. Notwithstanding the foregoing all amounts due under this agreement shall be paid in full to the NCRTD by the NATION prior to the end of the federal fiscal year they are received.

Billing shall be performed based upon services rendered. The Finance Director of the NCRTD and the NATION'S agent shall collaborate to ensure that payments and reimbursements are made in timely fashion and to minimize the administrative work required. It may be possible to simply exchange documentation reflecting the internal NATION accounting for the match money listed above in lieu of actual payment by check.

SECTION 7. DRUG AND ALCOHOL TESTING

The NCRTD shall ensure that, if vehicles utilized in the 49 U.S.C.§ 5311 program require drivers to have a Commercial Driver's License (CDL), it is in compliance with the Federal Highway Administration Drug and Alcohol rules and regulations set forth in the Omnibus Transportation Testing Act of 1991.

SECTION 8. REPORTING REQUIREMENTS

The NCRTD shall keep satisfactory records with regard to the use of the Federal funds granted to the NATION and shall submit such information as is required by law in order to assure compliance with this AGREEMENT.

SECTION 9. TERMINATION FOR CAUSE

The Parties, have the option to terminate this AGREEMENT in whole or in part if either Party fails to comply with any provisions of this AGREEMENT including but not limited to the timely reimbursement to the NCRTD of funds. Termination shall be effected by serving a notice of termination on the non-compliant Party setting forth the manner in which the non-compliant Party is in default. By such termination neither Party may nullify obligations already incurred for performance or failure to perform prior to termination of this AGREEMENT.

The Parties, each in its sole discretion may, in the case of a termination for breach or default, allow the non-compliant Party a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the non-compliant Party has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the non-compliant Party has not begun and proceeded in good faith to correct the breach, the compliant Party may declare the non-compliant Party in default and terminate the AGREEMENT effective 30 days after original notification. The Parties shall retain any and all other remedies available to it under law.

SECTION 10. AUDIT

The NCRTD shall grant the NATION, the New Mexico Department of Transportation and the FTA or any of their duly authorized representatives the right of access to any books, documents, papers and records of the NCRTD or its subcontractors which are directly pertinent to this AGREEMENT for the purpose of making audits, examination excerpts, and transcriptions.

The NATION shall grant the NCRTD, the New Mexico Department of Transportation and the FTA or any of their duly authorized representatives the right of access to any books, documents, papers and records of the NATION or its subcontractors which are directly pertinent to this AGREEMENT for the purpose of making audits, examination excerpts, and transcriptions.

SECTION 11. AUDIT EXCEPTIONS

If Federal or State audit exceptions are made relating to this AGREEMENT, the party responsible for any exception shall reimburse all costs incurred by the other party associated with defending against the audit exceptions or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based on reasonable charges in the community, travel costs, penalty assessments, and all other costs of whatever nature.

SECTION 12. RETENTION OF RECORDS

The parties shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project, and shall make all such materials available to one another and the New Mexico Department of Transportation, the FTA, the Comptroller General of the United States or their representatives at any reasonable time during the term of this AGREEMENT for three (3) years from the date of the last expenditure report.

SECTION 13. SUBCONTRACTS

The NCRTD shall not assign any portion of the work to be performed under this AGREEMENT, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT without the prior written approval of the NATION.

Should subcontract(s) be authorized, the subcontractor(s) shall be subject to all provisions of this AGREEMENT.

SECTION 14. TORT CLAIMS ACT

No provision of the AGREEMENT establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the NCRTD or the NATION arising from the performance of this AGREEMENT apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. or any applicable consent to suit by either party.

SECTION 15. OFFICIALS NOT TO BENEFIT

No member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this AGREEMENT or to any benefit that may arise therefrom. The provisions of this Section shall be extended to all public employees, officers, or tribal council members.

SECTION 16. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The parties make mutual assurances to one another that the assurances and warranties which were signed as part of the §5311grant application are to their knowledge true and correct.

Both parties shall comply with all other Federal, State and local laws, ordinances, rules and regulations applicable to the performance of this AGREEMENT and the work hereunder. All Federal and State regulations, laws and documents referenced in this AGREEMENT are to be considered as though fully written herein.

SECTION 17. CHANGES

Either party may request an amendment or modification of this AGREEMENT. Changes mutually agreed upon shall be incorporated in written amendments to this AGREEMENT, which amendments shall become valid only after having been fully executed by the parties hereto.

SECTION 18. EQUAL OPPORTUNITY COMPLIANCE

The parties agree to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or

handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this AGREEMENT. If a party is found to not be in compliance with these requirements during the term of this AGREEMENT, the party agrees to take appropriate steps to correct these deficiencies.

SECTION 19. NON-DISCRIMINATION

The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The recipient shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the recipient to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the NCRTD and the State of New Mexico Department of Transportation deems appropriate.

SECTION 20. JURISDICTION

This AGREEMENT and all work hereunder shall be subject to the laws, rules, regulations, jurisdiction and decrees of the Federal government. This AGREEMENT shall be governed by the laws and ordinances of the Jicarilla Apache Nation. All claims arising under or related to this AGREEMENT shall be brought under the arbitration provision below. In the event of litigation not covered by the arbitration provision of this AGREEMENT claims shall be brought exclusively in the Court of the Jicarilla Apache Nation. Furthermore, nothing in this AGREEMENT shall be misconstrued in any way as the NATION waiving its right to sovereign immunity.

SECTION 21. SCOPE OF AGREEMENT

This AGREEMENT incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this AGREEMENT.

SECTION 22. CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE

The parties shall comply with all federal, State and local laws and ordinances applicable to the work called for herein. The parties further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, and Executive Order No. 11246 entitled “Equal Employment Opportunity“, as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR 60). Accordingly, 49 CFR 21 is applicable to this AGREEMENT and incorporated herein by reference.

SECTION 23. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, any Standard Terms and Conditions required by the Federal Department of Transportation (DOT), whether or not expressly set forth in the preceding AGREEMENT provisions. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The parties shall comply with FTA mandated terms and conditions. The parties shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause the party to be in violation of FTA terms and conditions.

For complete FTA provisions and requirements please refer to the FTA Master Agreement:

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/22-Master_Agreement_FY2016_-_3-1-15_-_FINAL.pdf

SECTION 24. FEDERAL CHANGES

The parties shall at all times comply with all applicable FTA regulations, policies, procedures and directives.

SECTION 25. THIRD-PARTY BENEFICIARY CLAUSE

This AGREEMENT is not intended by any of the provisions of any part of the AGREEMENT to create in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the AGREEMENT to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this AGREEMENT.

SECTION 26. APPROPRIATIONS

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States for performance of this AGREEMENT. If sufficient appropriations and authorizations are not made, this AGREEMENT shall terminate automatically without further action by the parties.

SECTION 27. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

A. The NCRTD and the NATION acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the NCRTD, NATION, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The parties agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

SECTION 28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. The parties acknowledge that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. Upon execution of the underlying contract, the parties each certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the NCRTD further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the NCRTD to the extent the Federal Government deems appropriate.

B. The parties also acknowledge that if they make, or cause to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the NCRTD, to the extent the Federal Government deems appropriate.

C. The parties agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SECTION 29. SEVERABILITY

In the event any portion of this AGREEMENT is determined to be void, unconstitutional or otherwise unenforceable, the reminder of this AGREEMENT shall remain in full force and effect.

SECTION 30. TERM OF AGREEMENT

This AGREEMENT shall be in effect until September 30, 2018 or until the total amount of Federal funding of this AGREEMENT is expended, whichever occurs first.

SECTION 31. ALLOWABLE COSTS IF TERMINATED

In the event this AGREEMENT is terminated as herein provided, the NCRTD shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the NATION or its duly authorized representative. In the event of termination for cause, the

NCRTD shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this AGREEMENT.

SECTION 32. ARBITRATION PROVISIONS:

A. Matters to be Submitted to Arbitration: All disputes and controversies of every kind and nature between the parties to this AGREEMENT as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of this AGREEMENT shall be submitted to arbitration pursuant to the procedure set forth herein.

B. Procedure:

1. Any party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.

2. Within 20 days after such demand, the other party(s) shall name their arbitrator, or in default of such naming, such arbitrator shall be named in the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within 20 days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Federal District Court for the District of New Mexico. In the event said Court fails to appoint a third arbitrator within 30 days of the request therefore, the appointment shall be made by the American Arbitration Association.

3. The arbitration costs and expenses of each party shall be borne by that party and all arbitrators' fees and other expenses shall be borne equally by both parties.

4. The arbitration hearing shall be held at such time and place as designated by; the arbitrators on at least 20 days written notice to the parties.

5. An award rendered by a majority of the arbitrators appointed pursuant to this agreement shall be final and binding on all parties to the proceeding, and the parties hereto agree to be bound by such award.

6. As to any procedures regarding the conduct of the arbitration that are not specified either in the agreement or in another written agreement signed in advance of the hearing, the parties shall follow the Commercial Arbitration rules of the American Arbitration Association.

C. Arbitration as Bar to Suit:

1. The parties stipulate that the arbitration provisions of the AGREEMENT shall be a complete defense to any suit, action, or proceeding instituted in any federal, State, or tribal court or before an administrative tribunal with respect to any

controversy or dispute arising during the period of this AGREEMENT and which is arbitratable as set forth in this AGREEMENT.

2. The arbitration provisions of this agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this AGREEMENT.

D. Lack of Arbitrators' Authority to Modify Agreement: Nothing contained in this AGREEMENT shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this AGREEMENT.

E. Enforcement: Failure by either party to arbitrate any dispute pursuant to the procedure set forth herein when a demand to do so has been made by the other party or failure by either party to comply with the arbitration award shall amount to a material breach of this AGREEMENT and shall entitle the party who demanded arbitration to cease performance of any obligation set forth in the AGREEMENT at the sole discretion of that party.

F. Nonapplicability of Uniform Arbitration Act: To the extent allowed by law, this AGREEMENT is not subject to enforcement under the Uniform Arbitration Act (N.M.S.A. 1978, 44-7A-1 through 44-7A-32).

SECTION 33. SCHOOL BUS REQUIREMENTS

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, Recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

North Central Regional Transit District By:	Jicarilla Apache Nation By:
Dan Barrone, Chairman	Title: President
Date:	Date:

Approved as to form:

_____
Peter A. Dwyer
NCRTD Counsel

Approved as to form:

_____
Jicarilla Apache Nation Counsel

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: February 3, 2017

Agenda Item - F

Title: Investment of District Funds Summary

Prepared By: Troy Bingham, Finance Director

Background: The NCRTD establishes investments throughout various FDIC insured institutions in the District's service area. The investment portfolio has increased from $7,940,897 in the 1st quarter of FY2017 to $8,452,834 in the 2nd quarter of FY2017. This increase in investment can be attributed to gathering funds monthly for the eventual ramping of capital expenses in the later half of the fiscal year.

The District has added another 8 brokered CD's to the portfolio this quarter and liquidated our treasury securities that we were evaluating. As of December, the investment portfolio is under preforming the one-year Treasury Certificate. Continuing to buy brokered CD should increase our rate of return over time, but New Mexico bank rates seem to be stagnant even after the Federal Reserve raise interest rates again in December.

Summary:

- As of December 31, 2016, the total investment exclusive of interest revenue was $8,437,947.
- Total earnings from interest total $16,646 since the start of the fiscal year.
- The average rate of return is up 4 basis points to .50%.
- The highest earned income is 1.00% with Guadalupe CU (12-month term) earning the District a total of $1,237.22 in interest this fiscal year.
- The current quarter from October through December of 2016 earned a total of $8,866 in interest.

The District investment strategy is passive. Given this strategy, NCRTD has determined the market yields are being achieved by comparing the average District portfolio yield to the U.S. Treasury Bill. As of December 31, 2016, the six-month treasury was 0.595% and the one-year treasury rates was .856%, the District is averaging a rate of return at .50% with an average length of maturity of about 8.9 months.

	Amount Invested YTD	Earnings		% of portfolio
Checking Account	$ 1,416,238	412.30		17%
LGIP	$ 346,693	956.94		4%
LPL Financial	$ 506,761	1,149.93		6%
12 month CDs	$ 6,181,996	14,126.87		73%
Total	**$ 8,451,688.81**	**16,646.04**		

Recommended Action: It is recommended that the Board of Directors discuss and review the information presented in relation to the Investment Portfolio Report and move to accept as presented.

Options/Alternatives:

1. Take no action; or
2. Endorse the Quarterly Investment report (recommended).

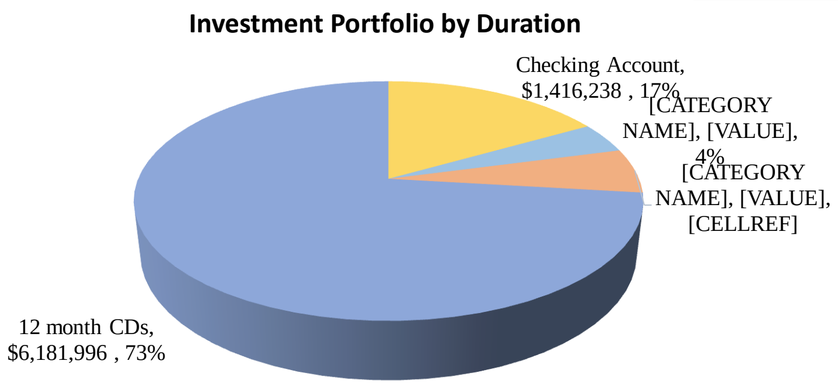
Fiscal Impact: None

Attachments:

- Investment Portfolio Report as of December 31, 2016

North Central Regional Transit District
Certificate of Deposit Report
31-Dec-16

	Date opened	Term / months	Expiration Date	Rate	Amount invested	Earnings 7-1-2015 thru 9-30-2015	Earnings 10-1-2015 thru 12-31-2015	Earnings 1-1-16 thru 3-31-16	Earnings 4-1-16 thru 6-30-16	YTD Total Earnings	Investment Balance
12 months											
Los Alamos National Bank	7/4/2014	12	7/4/2016	0.40%	-	79.90				79.90	
Everbank Jacksonville, FL	7/14/2016	12	7/14/2017	**0.75%**	245,000.00	397.70	463.15			860.85	245,860.85
First National Bank of Santa Fe	8/26/2015	**11**	7/28/2017	**1.00%**	245,996.78	317.76	614.61			932.37	246,929.15
Los Alamos National Bank	8/3/2014	12	8/3/2016	0.40%	-	165.35				165.35	
Santander Bank	8/10/2016	12	8/10/2017	**0.80%**	245,000.00	279.23	494.03			773.26	245,773.26
Ally Bank Midvale, UT	8/25/2016	12	8/25/2017	**0.75%**	245,000.00	186.26	463.15			649.41	245,649.41
US Eagle FCU	8/26/2015	12	8/26/2017	0.50%	246,570.57	405.64	311.45			717.09	247,287.66
Los Alamos National Bank	9/2/2014	12	9/2/2016	0.40%	-	250.81				250.81	
SAFRA National Bank New York	9/16/2016	12	9/15/2017	**0.80%**	245,000.00	80.55	494.03			574.58	245,574.58
Los Alamos National Bank	10/2/2014	12	10/2/2016	0.40%	-	250.84	91.05			341.89	
Luana Savings Bank	10/6/2016	12	10/6/2017	**0.70%**	245,000.00		404.08			404.08	245,404.08
Dallas Capital Bank	10/17/2016	12	10/17/2017	**0.70%**	245,000.00		352.53			352.53	245,352.53
Sandia Area Credit Union	10/29/2015	12	10/29/2016	0.55%	245,905.48	339.25	318.30			657.55	246,563.03
Pacific Premier Bank	10/30/2016	12	10/30/2017	**0.80%**	245,000.00		21.48			21.48	245,021.48
Los Alamos National Bank	11/1/2014	12	11/1/2016	0.40%	-	333.57	85.53			419.10	
Bridgewater Bank	11/16/2016	12	11/16/2017	**0.75%**	245,000.00		80.22			80.22	245,080.22
Summit Community Bank	11/22/2016	12	11/22/2017	**0.75%**	245,000.00		45.30			45.30	245,045.30
Rollstone Bank and Trust	11/22/2016	12	11/22/2017	**0.80%**	245,000.00		209.43			209.43	245,209.43
Stearns Bank	11/24/2016	12	11/24/2017	**0.80%**	245,000.00		37.59			37.59	245,037.59
Guadalupe CU	11/28/2015	12	11/28/2016	**1.00%**	246,258.11	621.21	616.01			1,237.22	247,495.33
Los Alamos National Bank	12/1/2014	12	12/1/2016	0.40%	-	333.66	168.38			502.04	
Zion Bank	12/8/2016	12	12/7/2017	**0.90%**	245,000.00		144.99			144.99	245,144.99
Los Alamos National Bank	12/31/2014	12	12/31/2016	0.40%	252,228.80	250.98	253.98	11.08		516.04	252,744.84
Los Alamos National Bank	1/30/2016	12	1/30/2017	0.40%	252,332.71	251.07	251.33			502.40	252,835.11
Washington Federal Bank	2/27/2015	12	2/27/2017	0.40%	246,042.61	278.47	278.78			557.25	246,599.86
State Employees Credit Union	2/28/2015	12	2/28/2017	0.55%	246,327.40	340.48	340.95			681.43	247,008.83
Los Alamos National Bank	3/6/2016	12	3/6/2017	0.40%	251,137.50	253.33	253.58			506.91	251,644.41
Los Alamos National Bank	3/14/2016	12	3/14/2017	0.40%	251,043.64	250.03	250.04			500.07	251,543.71
Los Alamos National Bank	4/14/2016	12	4/14/2017	0.40%	250,451.01	249.43	249.46			498.89	250,949.90
Los Alamos National Bank	5/15/2016	12	5/15/2017	0.40%	250,334.07	-	-			-	250,334.07
Beal Bank	6/21/2016	12	6/22/2017	**0.70%**	245,000.00	474.56	432.28			906.84	245,906.84
	12 Month/Total		***Average rate***	**0.61%**	**$ 6,169,628.68**	**6,390.08**	**7,725.71**	**11.08**	**-**	**$ 14,126.87**	**$ 6,181,996.46**
Short Term Investment											
Checking Account - LANB				0.05%	1,415,826.06	211.95	200.35			412.30	1,416,238.36
LGIP				0.40%	345,735.87	542.70	414.24			956.94	346,692.81
LPL - Treasury Security	11/24/2015	12	11/24/2016	0.856%	-	466.12	523.45			989.57	989.57
LPL - Treasury Security	11/24/2015	9	8/8/2016	0.595%	-	155.38	-			155.38	155.38
LPL - Money Market				0.02%	506,756.20	2.09	2.89			4.98	506,761.18
	Short Term		***Average rate***	**0.38%**	***$ 2,268,318.13***	**1,378.24**	**1,140.93**	**-**	**-**	**2,519.17**	**2,270,837.30**
					8,437,946.81	**7,768.32**	**8,866.64**	**11.08**	**-**	**16,646.04**	**8,452,833.76**


Investment Portfolio by Duration
Checking Account, $1,416,238 , 17%
[CATEGORY NAME], [VALUE], 4%
[CATEGORY NAME], [VALUE], [CELLREF]
12 month CDs, $6,181,996 , 73%

		Amount Invested YTD	Earnings	% of portfolio
Checking Account	$	1,416,238	412.30	17%
LGIP	$	346,693	956.94	4%
LPL Financial	$	507,906	1,149.93	6%
12 month CDs	$	6,181,996	14,126.87	73%
Total	**$**	**8,452,833.76**	**16,646.04**	

Average Rate of Return	0.50%
Average Length of Maturity (months)	8.9
Approximate Treasury Security Return for 8.9 months	0.73%

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: February 3, 2017

Agenda Item - G

Title: Automatic Clearing House (ACH) Payments over $20,000 from July 1, 2016 thru December 31, 2016

Prepared By: Troy Bingham, Finance Director

Background: The NCRTD Board passed a resolution in November 2013 to allow for ACH payments to vendors. Since that time, staff has been establishing the District's ability to pay vendors through the Automatic Clearing House (ACH) system that withdrawals funds from the District's account and deposits into vendor's checking accounts with their permission. As of July 2016, the program was able to commence after months of working out the details with the District's bank, LANB, about internal controls and assurances to the vendor community. To date, the District has 58 vendors signed up for ACH payments. Changes to Finance Policy #1 in November 2016 and January 2017 incorporated a quarterly reporting requirement to the Finance Subcommittee and Board to provide oversight and governance of the program.

Summary:
- From the start of the program until December 31, 2016, there were 868 payments made to vendors totaling $4,088,554.67
- 442 of those 868 payments were ACH payment made to vendors totaling $2,461,760.96
- 35 of the 868 payments were over $20,000 totaling $2,975,668.91
- 20 of the 35 payments over $20,000 were by ACH totaling $2,198,918.10

Recommended Action: It is recommended that the Board of Directors discuss and review the information presented in relation to the Automatic Clearing House (ACH) Payments over $20,000 from July 1, 2016 thru December 31, 2016 and move to accept as presented.

Options/Alternatives:
1. Take no action; or
2. Endorse the Quarterly Automatic Clearing House (ACH) Payments over $20,000 from July 1, 2016 thru December 31, 2016 (recommended).

Fiscal Impact: None

Attachments:
- Automatic Clearing House (ACH) Payments over $20,000 from July 1, 2016 thru December 31, 2016

Vender Payment Over $20,000
July 1, 2016 thru December 31, 2016

Effective Date	Session ID	Check Number	Transaction Description	Vendor Name	Check Amount	Matching Document Number
7/7/2016	APCKS1504	18388	Health/Dental/Vision/Disability June 2016	GSD-Admin Services Division	41,751.74	GSD-035029
7/7/2016	APCKS1505	18389	Fuel Invoice for June 2016	Wex Bank	27,913.23	46003627
7/8/2016	APCKS1506	18390	FY17 Insurance Renewals policy number 4155W	New Mexico Self Insurers' Fund	183,374.89	20160701 4155W
7/22/2016	APCKS1518	18453	Rio Metro May 2016 GRT	Rio Metro RTD	168,636.80	ARB16343
7/28/2016	APCKS1523	18471	2016 4th Quarter Payment	Santa Fe Trails	110,422.56	7-16-16 City of SF
8/3/2016	APCKS1526	18479	Installation of Hardware	Avail Technologies, Inc.	51,913.65	6131
8/3/2016	APCKS1526	18485	Fuel Invoice for July 2016	Wex Bank	28,524.99	46341862
8/11/2016	APCKS1531	18502	Final acceptance of Taos Avail project	Avail Technologies, Inc.	40,882.43	6140
9/8/2016	APCKS1540	18548	Cartridges for printers	Pacific Office Automation Inc.	1,211.00	270461 1
9/8/2016	APCKS1540	18548	Copier purchase	Pacific Office Automation Inc.	25,228.28	270242
9/8/2016	APCKS1540	18548	Magenta Toner/Tony's machine	Pacific Office Automation Inc.	104.01	310280
9/8/2016	APCKS1540	18554	Fuel charges August 2016	Wex Bank	31,193.45	46706036
9/23/2016	APCKS1548	18592	Transit Merger/Consolidation Analysis July 1-August 31, 2016	Transportation Management and Design, Inc.	23,275.95	894-1
					734,432.98	
12/28/2016	CD0674	E Check 32727131/42580334	Federal Tax Deposit 12-23-16 Pay Date	United States Treasury	21,764.70	
9/6/2016	CD0654	E Check 54665115/32304394	Federal Tax Deposit for 9-2-16 Pay Date	United States Treasury	20,553.13	
					42,317.83	
9/23/2016	APCKS1548	E16092301	Lease buyout for T-598	Creative Bus Sales, Inc.	128,627.00	1518348
11/3/2016	APCKS1563	E16110315	Fuel charges October 2016	Wex Bank	26,379.78	47425864
11/3/2016	APCKS1564	E16110316	1st quarter for transit services of FY 2016/2017	Santa Fe Trails	265,608.66	11-1-16 City of SF
11/10/2016	APCKS1566	E16111017	Transit System Merger/Consolidation	Transportation Management and Design, Inc.	22,144.22	894-3
12/5/2016	APCKS1578	E16120501	FY17 Q1 Billing	Incorporated County of Los Alamos	311,368.12	FY17Q1TS
12/7/2016	APCKS1583	E16120717	Fuel/November 2016	Wex Bank	22,415.73	47785692
12/19/2016	APCKS1589	E16121901	Pay App #2	H.O. Construction	106,912.37	20161125
12/19/2016	APCKS1589	E16121902	Rio Metro payment GRT October 2016	Rio Metro RTD	191,610.25	20161031GRT
8/22/2016	APCKS1537	E20160822	Rio Metro GRT June 2016	Rio Metro RTD	216,400.76	20160631GRT
9/16/2016	APCKS1547	E2016091601	Rio Metro GRT July 2016	Rio Metro RTD	193,194.43	ARB17037
10/6/2016	APCKS1553	EM16100601	Maintenance & Support year 3 Line 2	Avail Technologies, Inc.	32,702.67	6215
10/6/2016	APCKS1553	EM16100602	Additional Support & Licenses for Taos	Avail Technologies, Inc.	56,620.77	6216
10/6/2016	APCKS1553	EM16100604	Health/Dental/Vision/Disability July 2016	GSD-Admin Services Division	41,422.90	GSD-036319
10/6/2016	APCKS1553	EM16100606	Health/Dental/Vision/Disability August 2016	GSD-Admin Services Division	44,260.60	GSD-036891
10/6/2016	APCKS1553	EM16100608	Transit System Merger/Consolidation Analysis Sept 1-30, 2016	Transportation Management and Design, Inc.	28,852.89	894-2
10/6/2016	APCKS1553	EM16100609	Fuel charges September 2016	Wex Bank	28,655.07	47065939
10/20/2016	APCKS1556	EM16102001	Health/Dental/Vision/Disability Insurance September 2016	GSD-Admin Services Division	40,390.94	GSD-037798
10/20/2016	APCKS1556	EM16102003	GRT Santa Fe County 08/30/16	Rio Metro RTD	199,977.55	20160830GRT
12/1/2016	APCKS1577	EM16120102	Health/Dental/Vision/Disability October 2016	GSD-Admin Services Division	41,070.17	GSD-038489
12/1/2016	APCKS1577	EM16120104	County GRT September 2016	Rio Metro RTD	200,303.22	ARB17112
					2,198,918.10	
Report Total					2,975,668.91	

North Central Regional Transit District
Financial Summary
As of December 31, 2016

Summary:
The North Central Regional Transit District (NCRTD) is currently reporting the six month of FY2017 financial activity. The expenses/revenues that should be reported for the period through December 31, 2016, which represents 50% of the budget.

The GRT monthly revenue budget figures are allocated utilizing trends from the last five fiscal years (excluding FY2016 because it is not complete).

The monthly budget figures for the federal grant revenues from the charts/tables have been derived from dividing administration and operation yearly allocations using a straight-line method (1/12 increments) and allocating capital revenue allocations using a straight-line method (1/4 increments) over the last 4 month of the fiscal year.

The monthly budget figures for the expenditures from the charts/tables have been derived from utilizing trends from the last three fiscal years and mirror FTA reporting categories.

Financial Highlights

Revenue:
As of December 31, 2016, total revenue of $ 4,391,464 has been recognized, which is 34.8% of budgeted revenues. NCRTD has received five months of GRT and four months of federal revenues as of December 2016. There is a one-month lag in receiving gross receipts tax revenue (GRT) and federal funds are recognized after the funds are spent which is typically a one-month lag. The use of Fund Balance can cover shortfalls when expenses exceed revenues during the given month. The use of Fund Balance is budgeted as a revenue for the fiscal year and can represent operating and capital funding sources as described in Financial Policy #1.

Expenditures:
As of December 31, 2016, NCRTD recognized expenditures totaling $ 4,391,464 which is 34.8% of total budgeted expenditures.

Of the $ 4,391,464 spent, $ 618,284 was in Administration, $ 3,284,547 in Operations and $ 488,633 in Capital Outlay. Administration has spent 39.4%, Operations 39.3% and Capital Outlay 18.1% of its budgets.

Other Matters:

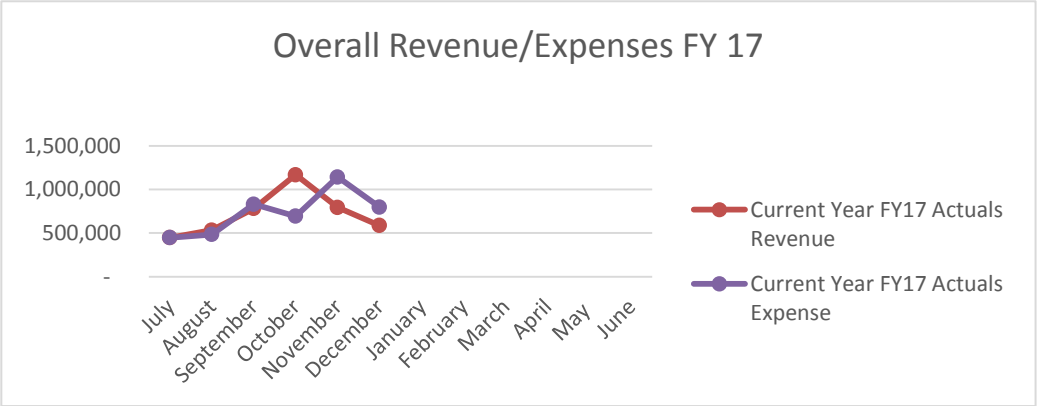
N/A

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

NCRTD Revenue and Expenses vs. Budget

As of December 31, 2016



	Budget Revenue FY17	Current Year FY17 Actuals Revenue	Budget Expenses FY17	Current Year FY17 Actuals Expense
July	1,051,028	446,362	1,051,028	446,362
August	1,051,028	533,545	1,051,028	482,640
September	1,051,028	779,824	1,051,028	830,729
October	1,051,028	1,166,540	1,051,028	691,669
November	1,051,028	792,880	1,051,028	1,142,422
December	1,051,028	585,646	1,051,028	797,642
January	1,051,028		1,051,028	
February	1,051,028		1,051,028	
March	1,051,028		1,051,028	
April	1,051,028		1,051,028	
May	1,051,028		1,051,028	
June	1,051,028		1,051,028	
Totals	$ 12,612,333	$ 4,304,797	$ 12,612,333	$ 4,391,464

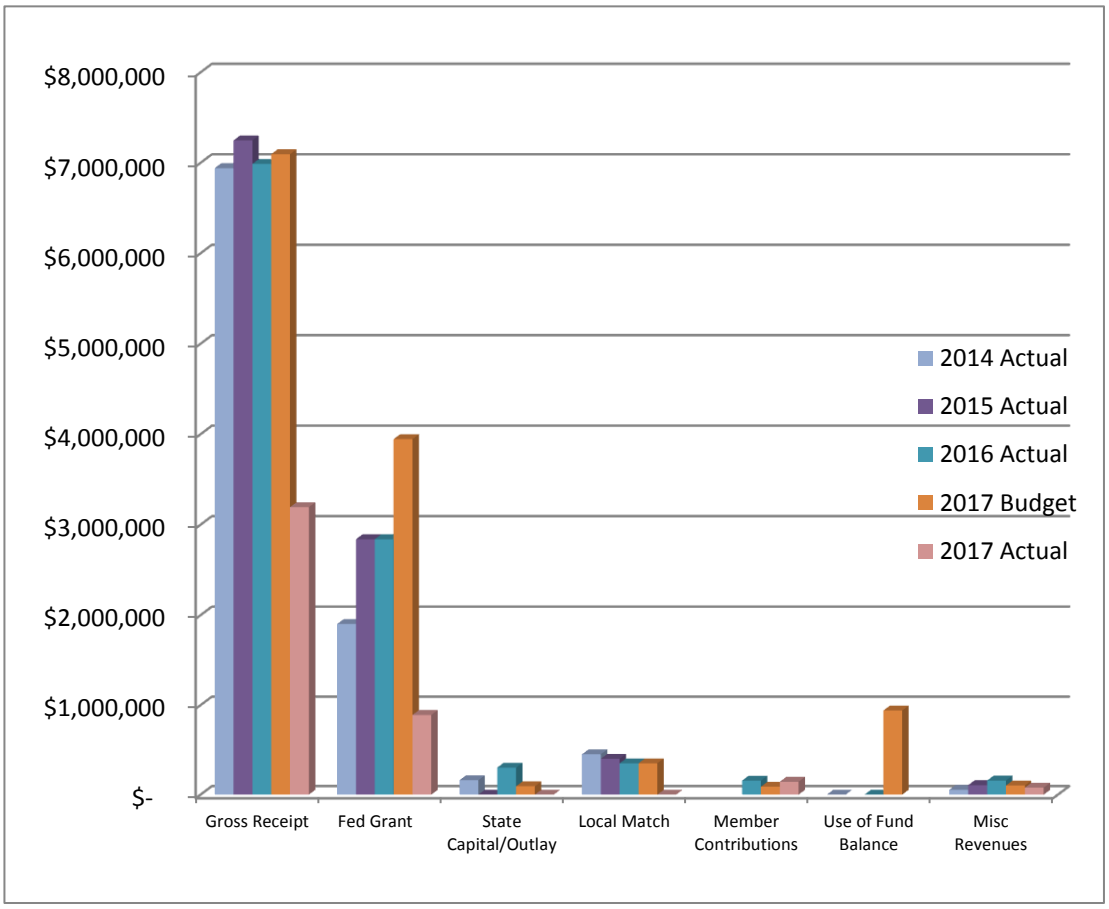
*Use of Fund Balance can cover shortfalls when expenses exceed revenues during the given month. The use of Fund Balance is budgeted as a revenue for the fiscal year and can represent operating and capital funding sources as described in Financial Policy #1 .

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

NCRTD Revenue by Sources

As of December 31, 2016



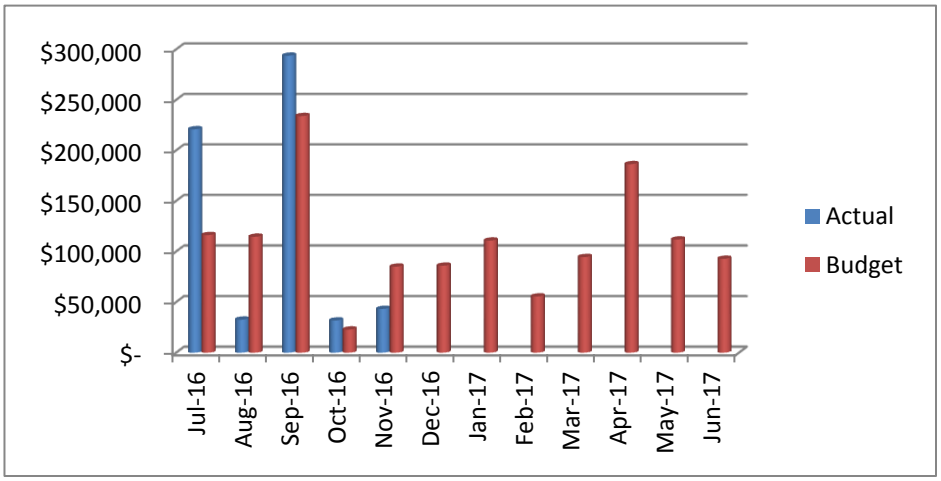
	2014 Actual	2015 Actual	2016 Actual	2017 Budget	2017 Actual	% of Actual vs budget
Gross Receipt	$ 6,941,122	$ 7,247,360	$ 6,987,287	$ 7,095,000	$ 3,193,925	45.0%
Fed Grant	$ 1,902,036	$ 2,839,376	$ 2,839,376	$ 3,945,852	$ 890,184	22.6%
State Capital/Outlay	$ 161,188	$ -	$ 301,312	$ 93,000	$ -	0.0%
Local Match	$ 450,000	$ 400,000	$ 350,000	$ 350,000	$ -	0.0%
Member Contributions			$ 156,154	$ 88,000	$ 143,449	163.0%
Use of Fund Balance	$ -		$ -	$ 938,981		0.0%
Misc Revenues	$ 53,637	$ 105,967	$ 157,011	$ 101,500	$ 77,239	76.1%
TOTAL	$ 9,507,983	$ 10,592,703	$ 10,791,140	$ 12,612,333	$ 4,304,797	34.1%

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Gross Receipts Revenue By County

LOS ALAMOS COUNTY



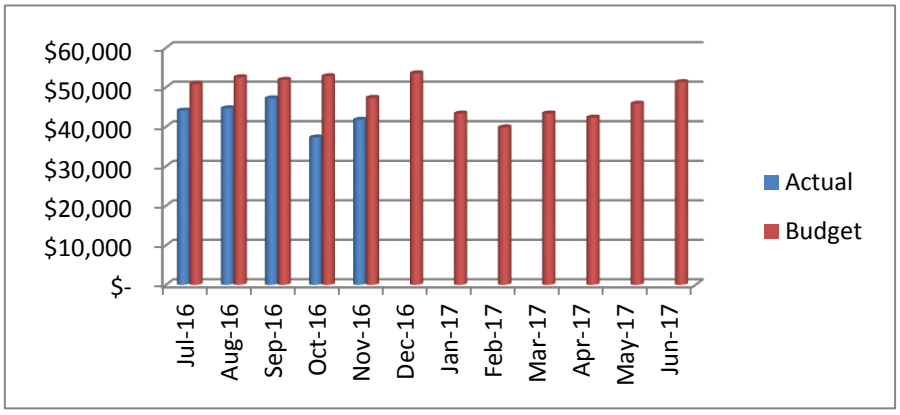
Date Received		Actual		Budget	of Monthly Budget
Jul-16	$	220,824	$	116,157	190%
Aug-16	$	32,608	$	114,524	28%
Sep-16	$	293,661	$	233,942	126%
Oct-16	$	31,784	$	22,859	139%
Nov-16	$	43,208	$	84,971	51%
Dec-16			$	85,915	0%
Jan-17			$	110,754	0%
Feb-17			$	55,509	0%
Mar-17			$	94,426	0%
Apr-17			$	186,352	0%
May-17			$	111,822	0%
Jun-17			$	92,769	0%
YTD Total	$	622,085	$	1,310,000	47%

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Gross Receipts Revenue By County

RIO ARRIBA COUNTY



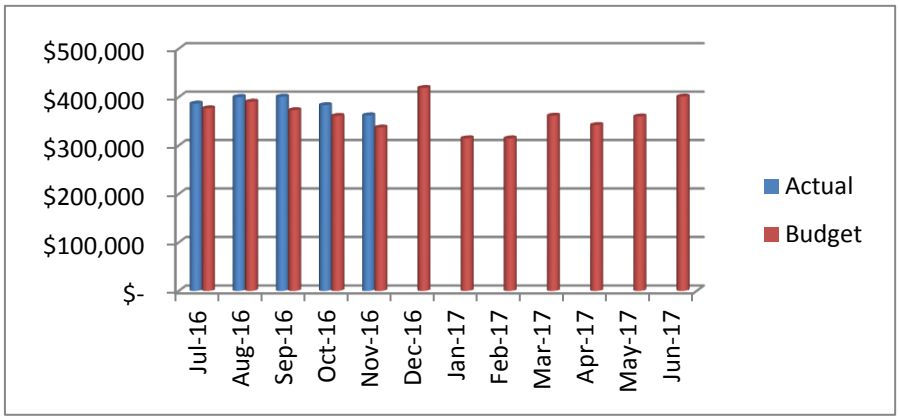
Date Received		Actual		Budget	Actual Revenue % of Monthly Budget
Jul-16	$	44,103	$	50,886	87%
Aug-16	$	44,684	$	52,520	85%
Sep-16	$	47,195	$	51,873	91%
Oct-16	$	37,290	$	52,793	71%
Nov-16	$	41,779	$	47,329	88%
Dec-16			$	53,535	0%
Jan-17			$	43,354	0%
Feb-17			$	39,848	0%
Mar-17			$	43,368	0%
Apr-17			$	42,334	0%
May-17			$	45,855	0%
Jun-17			$	51,305	0%
YTD Total	$	215,051	$	575,000	37%

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Gross Receipts Revenue By County

SANTA FE COUNTY



Date Received		Actual		Budget	Actual Revenue % of Monthly Budget
Jul-16	$	386,389	$	376,620	103%
Aug-16	$	399,955	$	390,366	102%
Sep-16	$	400,606	$	372,915	107%
Oct-16	$	383,221	$	360,981	106%
Nov-16	$	362,157	$	336,965	107%
Dec-16			$	418,706	0%
Jan-17			$	314,671	0%
Feb-17			$	314,505	0%
Mar-17			$	361,487	0%
Apr-17			$	342,066	0%
May-17			$	359,779	0%
Jun-17			$	400,939	0%
YTD Total	$	1,932,328	$	4,350,000	44%

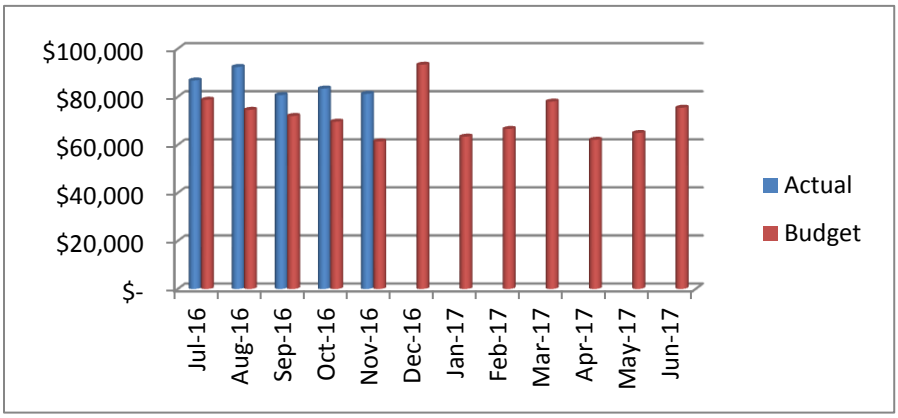
** Note one-half of the SF County GRT is allocated to Rio Metro

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Gross Receipts Revenue By County

TAOS COUNTY

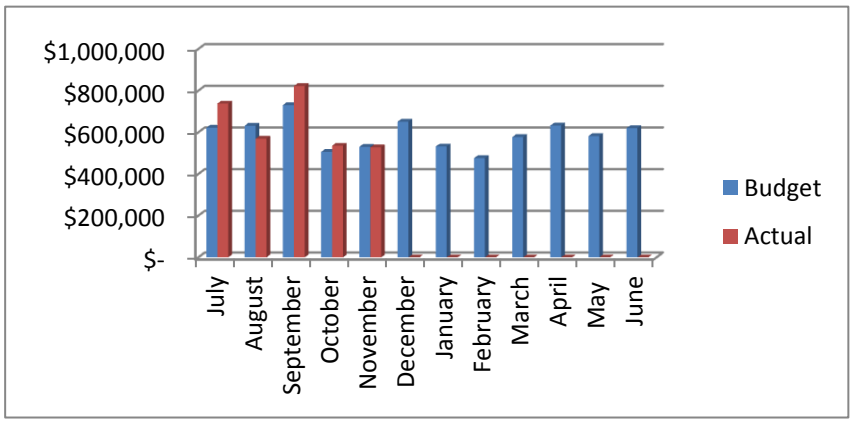


Date Received		Actual		Budget	% of Monthly Budget
Jul-16	$	86,779	$	78,745	110%
Aug-16	$	92,384	$	74,537	124%
Sep-16	$	80,684	$	71,991	112%
Oct-16	$	83,414	$	69,635	120%
Nov-16	$	81,200	$	61,388	132%
Dec-16			$	93,328	0%
Jan-17			$	63,377	0%
Feb-17			$	66,591	0%
Mar-17			$	77,988	0%
Apr-17			$	62,096	0%
May-17			$	64,919	0%
Jun-17			$	75,405	0%
YTD Total	$	424,461	$	860,000	49%

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Gross Receipts Revenue



Budget to Actual FY2017

	Budget	Actual	Actual Revenue % of Monthly Budget
July	$ 622,408	$ 738,095	119%
August	$ 631,947	$ 569,631	90%
September	$ 730,721	$ 822,146	113%
October	$ 506,268	$ 535,709	106%
November	$ 530,653	$ 528,344	100%
December	$ 651,484	$ -	0%
January	$ 532,156	$ -	0%
February	$ 476,453	$ -	0%
March	$ 577,269	$ -	0%
April	$ 632,848	$ -	0%
May	$ 582,375	$ -	0%
June	$ 620,418	$ -	0%
	$ 7,095,000	**$ 3,193,925**	**44%**

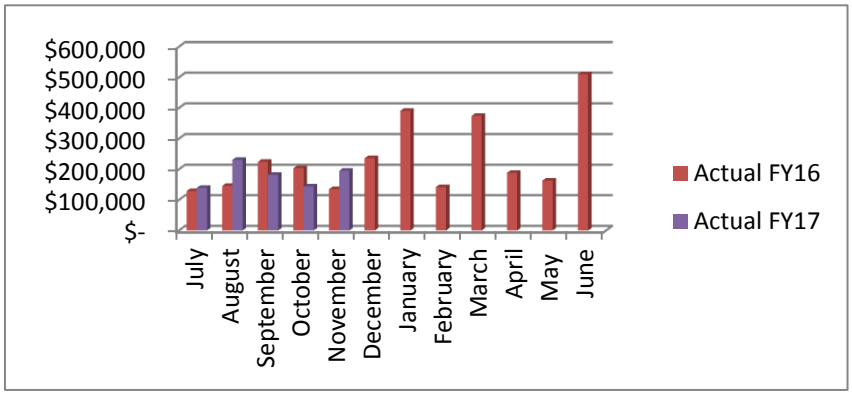
Prior Year vs. Current Year

	Prior Year FY2016	Current Year FY2016	Inc/Dec from Prior Year to Current Year
July	$ 666,453	$ 738,095	$ 71,642
August	$ 637,587	$ 569,631	(67,956)
September	$ 812,130	$ 822,146	10,016
October	$ 532,939	$ 535,709	2,770
November	$ 571,419	$ 528,344	(43,075)
December	$ 653,420	$ -	
January	$ 638,952	$ -	
February	$ 541,493	$ -	
March	$ 640,114	$ -	
April	$ 712,795	$ -	
May	$ 579,985	$ -	
June	$ 686,367	$ -	
	$ 7,673,654	**$ 3,193,925**	**$ (26,603)**

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Grant Revenue



Budget to Actual FY2017

	Actual FY16	Budget FY17	Actual FY17	Actual Revenue % of Monthly Budget
July	$ 128,685	$ 171,678	$ 139,339	81%
August	$ 145,446	$ 171,678	$ 230,674	134%
September	$ 223,878	$ 171,678	$ 181,682	106%
October	$ 203,353	$ 171,678	$ 143,530	84%
November	$ 134,896	$ 211,678	$ 194,959	92%
December	$ 235,833	$ 312,654		0%
January	$ 390,639	$ 171,678		0%
February	$ 141,554	$ 211,678		0%
March	$ 373,815	$ 636,268		0%
April	$ 188,166	$ 541,268		0%
May	$ 162,963	$ 541,268		0%
June	$ 510,148	$ 632,646		0%
	$ 2,839,376	**$ 3,945,852**	**$ 890,184**	23%

Prior Year vs. Current Year

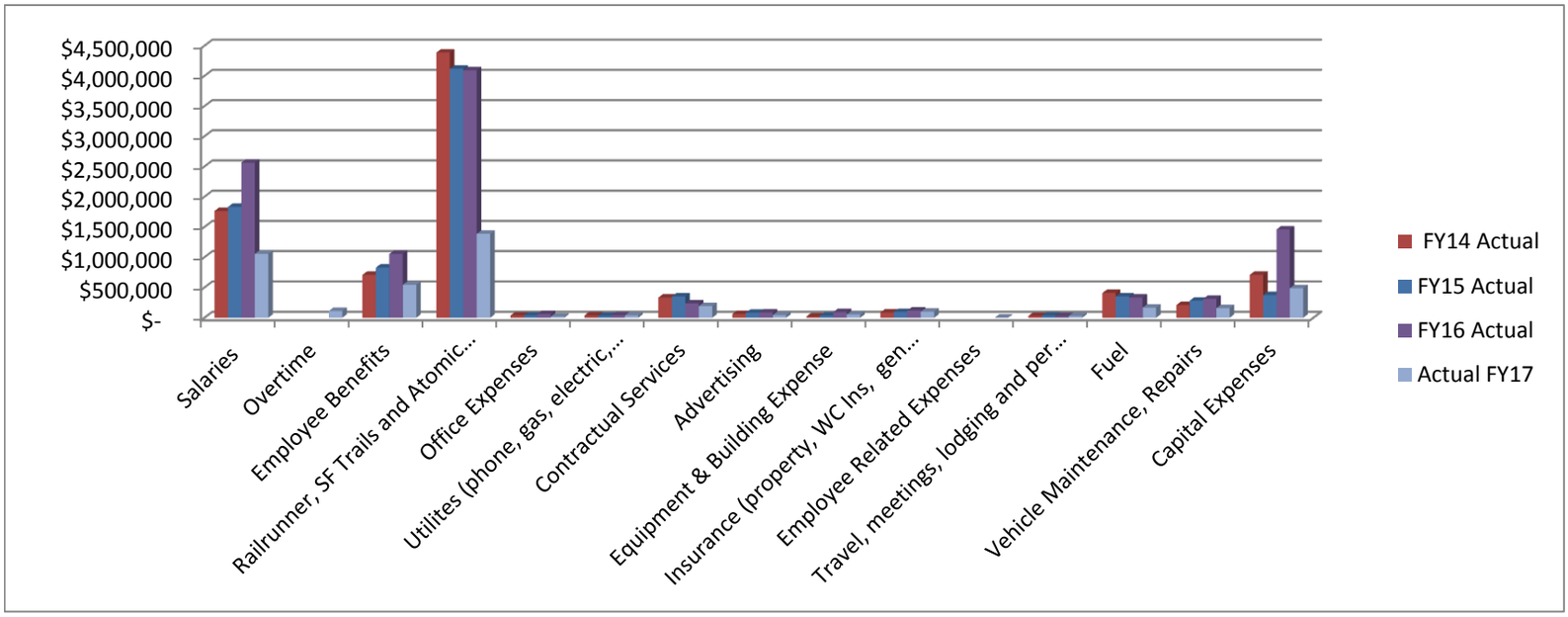
	Actual FY2015	Actual FY2016	Actual FY2017	Inc/(Dec) from Prior Year to Current Year
July	$ 98,061	$ 128,685	$ 139,339	$ 10,654
August	$ 96,946	$ 145,446	$ 230,674	85,228
September	$ 160,962	$ 223,878	$ 181,682	(42,196)
October	$ 167,516	$ 203,353	$ 143,530	(59,823)
November	$ 126,083	$ 134,896	$ 194,959	60,063
December	$ 123,492	$ 235,833	$ -	
January	$ 101,591	$ 390,639	$ -	
February	$ 106,716	$ 141,554	$ -	
March	$ 67,879	$ 373,815	$ -	
April	$ 124,015	$ 188,166	$ -	
May	$ 133,931	$ 162,963	$ -	
June	$ 455,192	$ 510,148	$ -	
	$ 1,762,384	**$ 2,839,376**	**$ 890,184**	**$ 53,926**

MONTHLY BOARD REPORT

NCRTD BUDGET EXPENSES BY TYPE

As of December 31, 2016

Year to Date Budget Variance 50%



Comparative Expenses by Type

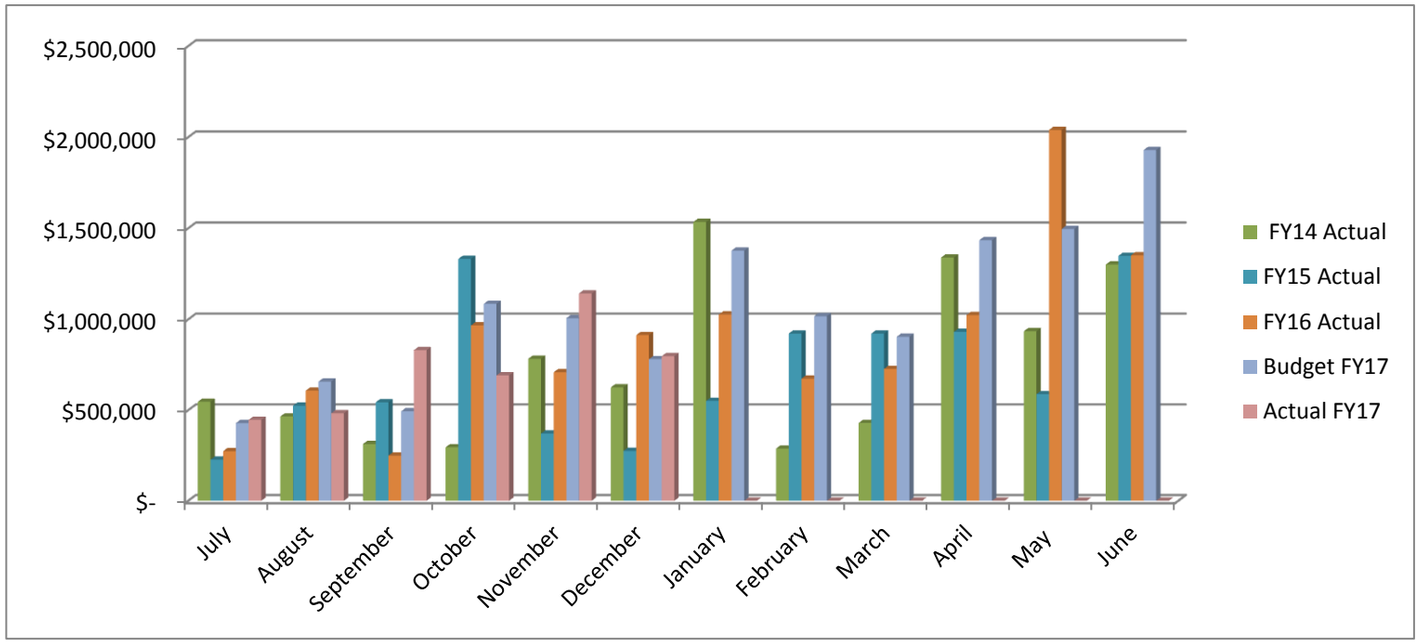
	FY14 Actual	FY15 Actual	FY16 Actual	Budget FY17	Actual FY17	Year to Date Budget Variance
Salaries	$ 1,764,308	$ 1,831,697	$ 2,563,915	$ 2,347,371	$ 1,054,651	44.9%
Overtime				122,182	113,308	**92.7%**
Employee Benefits	709,864	830,082	1,055,797	1,138,722	544,570	47.8%
Railrunner, SF Trails and Atomic City Transit	4,387,272	4,118,232	4,092,619	4,587,300	1,387,062	30.2%
Office Expenses	36,948	37,336	62,039	46,251	18,786	40.6%
Utilites (phone, gas, electric, internet)	38,486	33,084	40,873	77,396	37,237	48.1%
Audit	23,219	23,433	23,581			
Contractual Services	333,948	352,779	236,532	493,566	191,848	38.9%
Advertising	61,715	82,687	87,181	95,040	43,534	45.8%
Equipment & Building Expense	22,181	36,443	94,244	46,997	53,331	**113.5%**
Insurance (property, WC Ins, gen liab, vehicle, civil ri	87,589	95,406	119,953	111,191	101,835	**91.6%**
Health & Wellness/Promotions	-	2,555	2,918			
Employee Related Expenses				21,700	1,881	8.7%
Dues, Licenses and Fees	5,826	15,961	19,634			
Training & Registration fees	8,825	9,087	7,590			
Travel, meetings, lodging and per diem	30,111	34,092	29,305	85,642	29,000	33.9%
Fuel	410,199	352,857	334,796	416,160	167,943	40.4%
Vehicle Maintenance, Repairs	209,623	281,344	311,125	329,900	157,845	47.8%
Operating Expenses	15,024	22,812	21,144			
Capital Expenses	709,563	374,409	1,458,967	2,692,915	488,633	18.1%
TOTAL	$ 8,854,701	$ 8,534,297	$ 10,562,213	$ 12,612,333	$ 4,391,464	34.8%

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

NCRTD BUDGET EXPENDITURES OVERALL

As of December 31, 2016



Budget to Actual FY2017

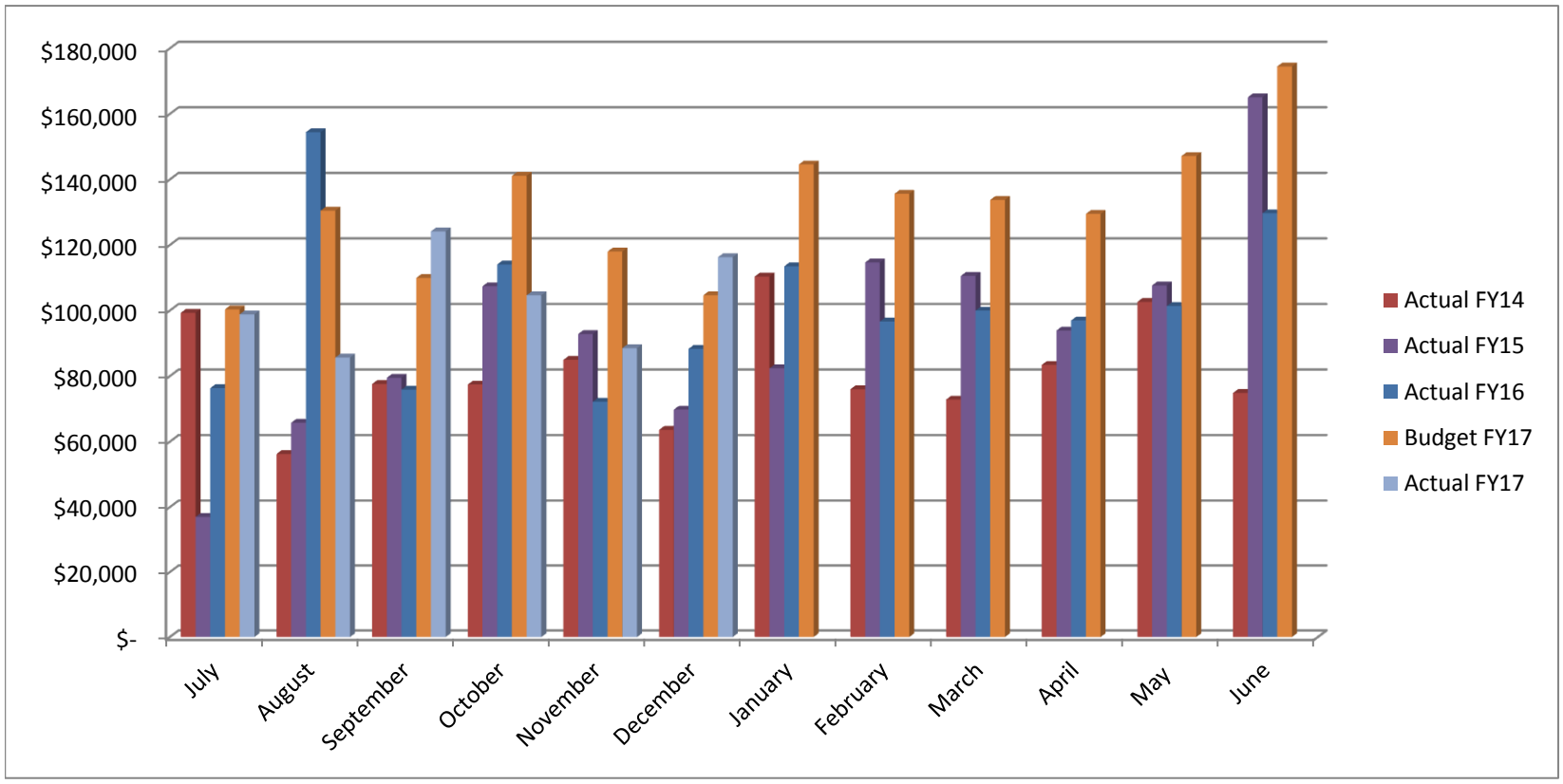
	FY14 Actual	FY15 Actual	FY16 Actual	Budget FY17	Actual FY17	Inc/Dec of Budget vs Actual	Budget Variance
July	$ 546,007	$ 226,528	$ 273,848	$ 428,633	$ 446,362	$ (17,729)	**104.1%**
August	464,828	524,839	607,663	657,578	482,640	174,938	**73.4%**
September	313,124	543,236	249,172	493,613	830,729	(337,116)	**168.3%**
October	294,912	1,331,392	966,567	1,085,232	691,669	393,563	**63.7%**
November	783,580	370,513	709,030	1,006,622	1,142,422	(135,800)	**113.5%**
December	625,552	275,029	913,619	781,174	797,642	(16,468)	**102.1%**
January	1,534,559	551,091	1,026,524	1,377,079	-	1,377,079	**0.0%**
February	287,772	922,081	673,640	1,017,638	-	1,017,638	**0.0%**
March	429,154	921,872	727,303	904,635	-	904,635	**0.0%**
April	1,339,437	931,267	1,023,724	1,434,987	-	1,434,987	**0.0%**
May	934,795	588,018	2,039,566	1,496,070	-	1,496,070	**0.0%**
June	1,300,982	1,348,431	1,351,557	1,929,071	-	1,929,071	**0.0%**
	$ 8,854,701	**$ 8,534,297**	**$ 10,562,213**	$ 12,612,333	**$ 4,391,464**	$ 8,220,869	**34.8%**

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Administration Expense Summary

As of December 31, 2016



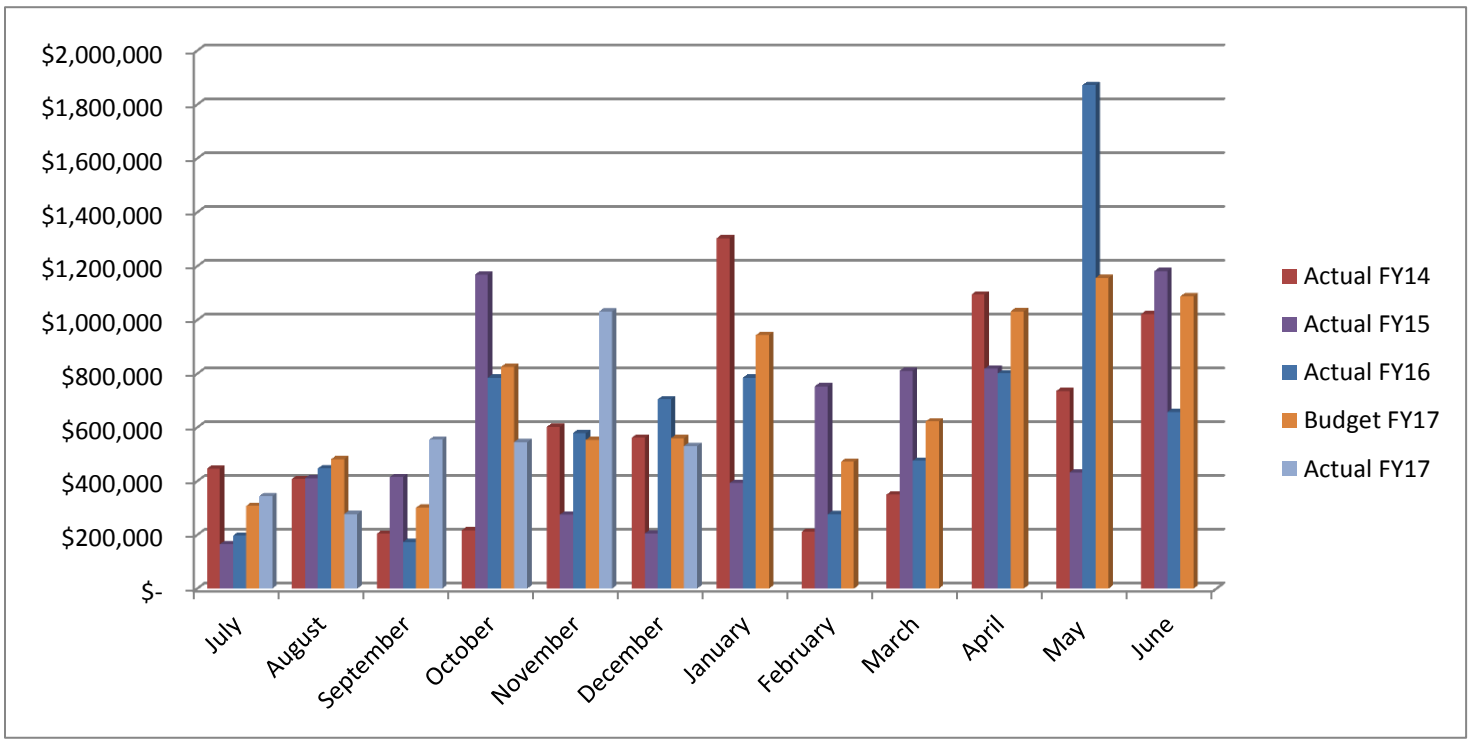
	Actual FY14	Actual FY15	Actual FY16	Budget FY17	Actual FY17	Inc/Dec of Budget vs Actual	Budget Variance
July	$ 99,342	$ 36,996	$ 76,354	$ 100,397	$ 98,869	$ 1,528	**98.5%**
August	56,248	65,796	154,434	130,506	85,687	44,819	**65.7%**
September	77,618	79,531	75,888	110,001	124,202	(14,201)	**112.9%**
October	77,447	107,450	114,095	141,133	104,670	36,463	**74.2%**
November	84,993	92,871	72,212	118,043	88,556	29,487	**75.0%**
December	63,622	69,805	88,349	104,685	116,300	(11,615)	**111.1%**
January	110,423	82,409	113,515	144,605		144,605	**0.0%**
February	76,028	114,696	96,686	135,666		135,666	**0.0%**
March	72,862	110,596	100,000	133,801		133,801	**0.0%**
April	83,438	93,933	97,006	129,514		129,514	**0.0%**
May	102,701	107,700	101,400	147,180		147,180	**0.0%**
June	74,894	165,099	129,705	174,509		174,509	**0.0%**
	$ 979,616	**$ 1,126,883**	**$ 1,219,644**	$ 1,570,041	**$ 618,284**	$ 951,757	**39.4%**

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Operating Expense Summary

As of December 31, 2016



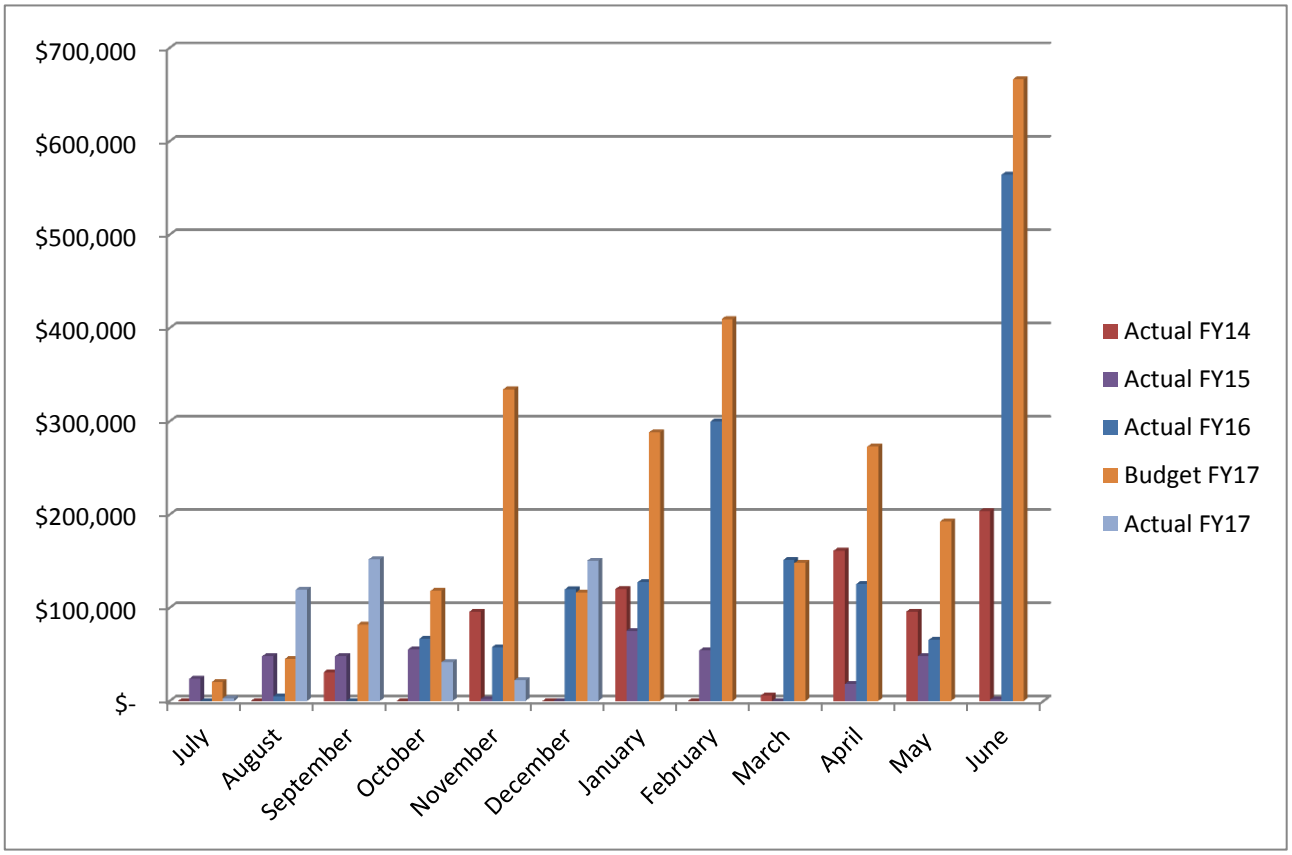
	Actual FY14	Actual FY15	Actual FY16	Budget FY17	Actual FY17	Inc/Dec of Budget vs Actual	Budget Variance
July	$ 446,665	$ 165,544	$ 197,494	$ 307,932	$ 344,546	$ (36,614)	**111.9%**
August	408,580	411,069	448,110	482,131	277,454	204,677	**57.5%**
September	204,531	415,730	173,284	301,787	554,568	(252,781)	**183.8%**
October	217,465	1,168,758	785,951	826,083	545,424	280,659	**66.0%**
November	602,638	275,448	579,144	554,188	1,031,722	(477,534)	**186.2%**
December	561,929	205,224	705,378	560,007	530,833	29,174	**94.8%**
January	1,304,199	393,437	785,516	944,348		944,348	**0.0%**
February	211,744	753,200	277,216	472,396		472,396	**0.0%**
March	350,376	811,276	476,098	622,840		622,840	**0.0%**
April	1,094,811	819,256	801,484	1,032,730		1,032,730	**0.0%**
May	736,145	432,325	1,872,541	1,156,503		1,156,503	**0.0%**
June	1,022,562	1,181,739	657,716	1,088,432		1,088,432	**0.0%**
	$ 7,161,646	**$ 7,033,005**	**$ 7,759,932**	$ 8,349,377	**$ 3,284,547**	$ 5,064,830	**39.3%**

MONTHLY BOARD REPORT

FY2017 (July 1, 2016 to June 30, 2017)

Capital Expense Summary

As of December 31, 2016



	Actual FY14	Actual FY15	Actual FY16	Budget FY17	Actual FY17	Inc/Dec of Budget vs Actual	Budget Variance
July	$ -	$ 23,987	$ -	$ 20,304	$ 2,947	$ 17,357	**15%**
August	-	47,975	5,119	44,941	119,499	(74,558)	**266%**
September	30,974	47,975	-	81,826	151,959	(70,133)	**186%**
October	-	55,184	66,521	118,016	41,575	76,441	**35%**
November	95,949	2,194	57,674	334,391	22,144	312,247	**7%**
December	-	-	119,892	116,482	150,509	(34,027)	**129%**
January	119,937	75,245	127,493	288,126		288,126	**0%**
February	-	54,185	299,738	409,576		409,576	**0%**
March	5,916	-	151,205	147,994		147,994	**0%**
April	161,188	18,078	125,234	272,742		272,742	**0%**
May	95,949	47,993	65,625	192,387		192,387	**0%**
June	203,526	1,593	564,136	666,131		666,131	**0%**
	$ 713,439	**$ 374,409**	**$ 1,582,637**	$ 2,692,915	**$ 488,633**	$ 2,204,282	**18.1%**

Finance Subcommittee

Meeting November 18, 2016

9:00 a.m.

Board Members Present: *Christy Van Buren-Ohkay Owingeh, Philo Shelton-Los Alamos County Leandro Cordova-Taos County (Telephonically), Commissioner Miguel Chavez–Santa Fe County (Telephonically)*

Staff Present: *Anthony Mortillaro, Troy Bingham, Peter Dwyer, Delilah Garcia, Dora Anaya, Jackie Trujillo*

Guest(s) Present:

Absent: *Pete Sheehey–Los Alamos County, Alex Naranjo–Rio Arriba County, Christy Van Buren-Ohkay Owingeh, Henry Roybal–Santa Fe County, Jon Bulthus-City of Santa Fe, County, Philo Shelton-Los Alamos County, Jim Fambro-Taos County, Tessa Jo Mascarenas-Santa Fe County, Thomas Campos-Rio Arriba County*

Transcribed By: Jackie Trujillo-Executive Assistant

ROLL CALL

APPROVAL OF AGENDA

CALL TO ORDER

A regular Finance Subcommittee meeting was called to order on the above date by Commissioner Chavez.

ITEMS FOR DISCUSSION/RECOMMENDATION

A. Audit Exit Conference - CLOSED SESSION

Mr. Shelton made a motion to go into closed session, Ms. Van Buren seconded the motion and it passed by voice vote.

Reconvene in Open Session:

Mr. Shelton made a motion to reconvene in open session with not actions taken, Ms. Van Buren seconded the motion and it passed by voice vote.

B. Resolution Adopting an Amended FTE Staffing Schedule and Positions

Mr. Mortillaro referred to page 4 of packet memo regarding four items the staff would like to bring back to the Board in the form of a resolution; if recommended, it will amend the FTE schedule that is in the budget and amend the compensation plan the Board approved at budget time to reflect changes, FSLA classification of position and reclassification of a position.

He noted the first request was to add a fourth Transit Route Supervisor; currently the District has three supervisors; indicated because of employing the ITS System and its expansion, expansion of routes; due to some functions that are not being done, in terms of supervision that needs to be completed; such as behind the wheel driver evaluations, enhanced employee training as well as covering all hours of operation to include weekend service.

Mr. Mortillaro went on to note that five Driver III/Lead positions have been created, four positions have been filled, they are internal promotions and with one position vacant; he is proposing that the fifth position be eliminated and propose the fourth positon that is filled to be reclassified as a Transit Supervisor. The result would also be to eliminate the on-weekend call due to the need to have supervisory coverage.

Ms. Garcia added supervisor coverage is from 5:00 a.m. to 7:30 p.m., Monday thru Friday with the weekends being handled by the on-call. With this change, we will have weekend coverage from 7:00 a.m. to 6:00 p.m. Supervisors will be scheduled one day out of the week to have weekly team meetings to enhance communication.

Further discussion continued this topic.

Mr. Mortillaro moved on to request to reclassify the Regional Transit Planner position to Geographic Information System /Intelligent Transportation System Specialist (GIS/ITS). Proactive management of ITS has proven to require a greater time commitment than anticipated. To fully utilize and maximize the benefits of ITS, a dedicated Staffer would be most effective to oversee and ensure the data and information captured through ITS is used most optimally. In addition to providing better real time information for passengers, ITS data and reports can be used to guide performance evaluation and better identify operational training opportunities. In addition to ITS oversight, the need for additional planning and geo-informational technology to assist and support overall NCRTD operations has been identified. The position reclassification focuses the responsibilities on GIS, which is a system designed to capture, store, manipulate, analyze, manage, and present spatial or geographical data.

Further discussion continued this topic.

Mr. Mortillaro moved on to item four; Fair Labor Standards Act and turned it over to Ms. Anaya.

Ms. Anaya went on to explain that she did a test on all positions with RTD; in comparison with the FLS status standards in place. A total of two positions have changed other positions were in range including the new standard that is coming into place on December 1st; the two positions that will be changed to exempt to non-exempt is the GIS-ITS position that is reclassifying and Financial Annalist position.

Mr. Shelton made a motion to accept the review and staffing allocations for Fiscal Year 2017 Budget and direct staff to prepare a resolution adopting the amended FTE and Staffing schedule position to be used at the next Board Meeting. Ms. Van Buren seconded the motion and it passed by unanimous voice vote.

C. Minutes from October 28, 2016

Ms. Van Buren motioned to approve Financial Subcommittee October 28, 2016 minutes. Mr. Shelton second the motion and it passed by voice vote.

MATTERS FROM THE SUBCOMMITTEE

There were none.

ADJOURN

Mr. Shelton made a motion to adjourn the meeting. Ms. Van Buren seconded the motion and passed by voice vote.

Next Finance Subcommittee will be held January 27, 2017 at 9:00 AM.

EXECUTIVE REPORT
For January 2017

EXECUTIVE

- Attended SF Chamber Legislative Reception.
- Reviewed draft revisions to procurement regulations.
- Conducted orientation of new Board Members.
- Engaged in discussions with Santa Fe County Attorney and County Manager regarding GRT election.
- Scheduled meeting requests with Federal Legislator's for March DC trip.
- Participated in interviews for ITS/GIS Specialist.
- Continued discussion with NMTA and NCRTD Lobbyists regarding legislative issues.
- Continued review and discussion of outstanding site property issues with Attorney and staff.
- Generated ongoing information and responses for Consultants regarding consolidation study.
- Participated in discussions regarding a proposal for long term TSV service operations.
- Finalized agreement with Facilities Master Plan engineer to commence updating document.
- Continued discussions on supervisory staffing issues.
- Participated in new employee orientations.
- Attended monthly NMTA Board meeting.
- Attended monthly MPO TCC meeting.
- Attended via conference call APTA Small Operations Committee.
- Attended via conference call APTA State Affairs Committee.
- Met with Attorney and Staff regarding various legal issues and associated documents.
- Prepared Board and Finance Subcommittee meeting materials.
- Met weekly (telephonically) with Board Chair Barrone on various issues.
- Continued review, revision and creation of various NCRTD policies.
- Maintained continuous communication with board members, subcommittee members, and Chair.
- Attendance at various NCRTD staff and subcommittee meetings, including Board, Finance and Tribal subcommittees meeting.
- Addressed a variety of employee human resources issues and prepared memorandums to document district actions.

LEGAL

- Work on Revisions to Procurement Code
- Resolve Issues with State Auditor's Office regarding rotation rule
- Review and prepare for potential changes to By-Laws
- Various Personnel Matters
- Schedule Attorney General Training on OMA and IPRA for Board
- Prepare Legal Updates for Staff Meetings
- Review Bid Documents on Backup Generator project
- Review Documents Regarding Consolidation Study
- Research and Discuss Labor Management Issues
- Prepare for Union Arbitration
- Review Staff Reports and Draft Agendas
- Review and Archive Legal Files
- Draft Engineering Consultant Contract
- Research on Annual Certification and Assurance Issues
- Review State and Federal Best Practices Manuals regarding procurements

MARKETING/PUBLIC INFORMATION OFFICE

- Completed and printed Quick Facts document

- Completed work and distributed the Winter Blue Bus Times
- Participated in the 2017 Legislative Reception hosted by the Santa Fe Chamber of Commerce. NCRTD partnered on a table and corporate partnership with Rio Metro and Santa Fe Trails. We received branding on all their collateral materials
- The RTD Mountain Trail was selected as "25 Things We Love About Santa Fe" in the January 25 Santa Fe Reporter
- Conducted an RTD system overview and travel training at the Pojoaque Tribal Council meeting along with Stacey McGuire
- Completed the rollover to the new Rider Alert system hosted by the Avail software. The new system allows one to sign up for route specific rider alerts
- Appeared on Hutton Broadcasting's KBAC and KVSF in an interview to talk about the Mountain Trail service. On January 6 two of the station's djs did a ride along on the bus to Ski Santa Fe so they could talk about the experience on the air.
- A MLK weekend promotion ran on santafe.com whereby we had panel clickable ads promoting Mountain Trail and linked to the Mountain Trail page on the NCRTD website ran on each page navigated within the sf.com site
- Ran a promotion on FB and Instagram for hiring opportunities here at NCRTD. The promotion reached over 10,000 people in the Española Valley area
- Developed a new promotional giveaway item; an eyeglass cleaning cloth with the RTD system map displayed on it
- Registered to attend the annual APTA Marketing and Communications Workshop in Tampa, FL February 26 through March 1
- Placed surveys on the TSV Green and Mountain Trail buses to solicit rider feedback and obtain some demographics on who's riding: Residents, visitors, employees
- Installed two wraps on behalf of NM Bank and Trust – Los Alamos bus and Taos to Santa Fe bus
- Issued rider alerts on inclement weather, San Ildefonso Feast, Red River Conference stop closure, MLK Holiday closures, Pojoaque dial-a-ride change in hours
- Issued press releases on the FY16 Audit results and the MLK Holiday closures,
- Provided social media management – Facebook, Instagram, Twitter – with daily postings (on-going)
- Provided updates to NCRTD.org throughout the month
- KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in January excluding Saturdays and Sundays
- KSWV 810-AM in Santa Fe, :30 sec Mountain Trail spots ran 20 times in January as well as 30 :20 sec promos announcing RTD sponsorship during the 7:30 AM ½ hour
- KTAOS 101.9 FM in Taos, 14 :30 sec radio spots ran each week in January. Began running a new 30-second spot promoting TSV Green
- One banner ad ran in the Taos News and one in Los Alamos Monitor. One 1/8-page ad ran in the Rio Grande Sun,
- A series of digital ads ran on SantaFe.com, Santa Fe Hometown News and Valley Daily Post
- A full-page ad ran in the Santa Fe Reporter's premier issue for 2017
- Ads also continued running on the Taos News website as well as Facebook pages in the Taos County area
- Ads ran in the Chama Valley Times and in the Green Fire Times this month

SERVICE DEVELOPMENT EXECUTIVE REPORT

- January 2016 5311 Ridership Report
- ITS AVL/CAD project work including:
    - Continued data entry input, review and oversight, emphasis on google transit
    - Ongoing troubleshooting facilitation related to operations and soft/hardware
    - TAP FY15- NMDOT provided punchlist, punchlist completed, project final closeout underway
    - TAP FY16- planning and design work beginning for next phase of

construction with Wilson & Company; met with NMDOT Transit and Rail, NMDOT D5, NCRTD and Wilson to discuss next phase design and construction
- Ongoing discussion with healthcare entities in Taos County to address client transportation needs as well as provide existing transit service options
- Pojoaque Tribal Council presentation on Dial-A-Ride service, recent changes and service options for community
- Participated in GIS/ITS Specialist hiring process, reviewed candidate resumes, applications and portfolios; assisted Human Resources in interview process; performed follow up interviews with viable candidates to further assess capabilities and skill set
- Collaborated with Jicarilla Apache Nation to finalize MOA related to TTP discretionary award received for new weekday service alternating between Dulce/Chama and Dulce/Farmington
- Tribal NTD reports completed for FY16, submitted to NTD for report review and approval
- NCRTD ridership, vehicle and financial information captured and provided to NMDOT for ultimate submittal to NTD for FY16
- Ongoing discussions with Adept and StrataGen regarding training for new Staff

OPERATIONS

- Working with TMD on Run Cutting for Taos Routes
- Scheduled and Participated in CPR/First Aid Training
- Worked on Transit Supervisor schedule to include weekend coverage and duties
- Working on Sustainability Report
- Revising Staff Schedule
- Working on Bid Sheet
- Conducted interview for Transit Driver II and Custodian
- Conducted Ride Along for Routes 340, 341, 200/300 & 110
- Review Consolidation Study reports
- Working with Apollo Video on video surveillance issues

HUMAN RESOURCES

- Celebrated Birthday on Wednesday, January 18, 2017;
- Coordinated Above and Beyond Drawings winners for January;
- Above and Beyond Quarterly Award Winner (Preparation for Board Meeting);
- Geographic Information System / Transit Information System Specialist (GIS / ITS Specialist) 7 interviews;
- Custodian Interviews, 6 candidates;
- Generic job advertisement placed through Face Book and Instagram;
- Job advertisement through Taos News and Rio Grande Sun;
- Two new Transit Driver II positions filled;
- Fleet Manager Hired, effective date 1/28/2017;
- Conducted New Employee Orientation on Monday, January 9, 2017;
- Recruited for Marketing and Communication Specialist position;
- Sent updated Union List;
- Fun Committee Meeting held on January 25, 2017, to prepare for February;
- Santa Fe Chamber of Commerce – Legislative Reception
- Started to create Position Files;
- Word Puzzle activity for NCRDT staff;
- February Calendar;
- Started audit of personnel files;
- Un-Employment Hearing – which was dismissed;

Performance Measures

for

Fiscal Year 2017

December 2016

The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District's costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."
The report data collected is grouped into 3 areas: Administrative, Fleet and Customer Related:

1. **Administrative:**
   - **A. Ridership, All Funded Routes**
   - **B. Ridership, NCRTD Operated Routes**
   - **C. Monthly Expenditures**
   - **D. Cost Per Mile**
   - **E. Cost Per Trip**

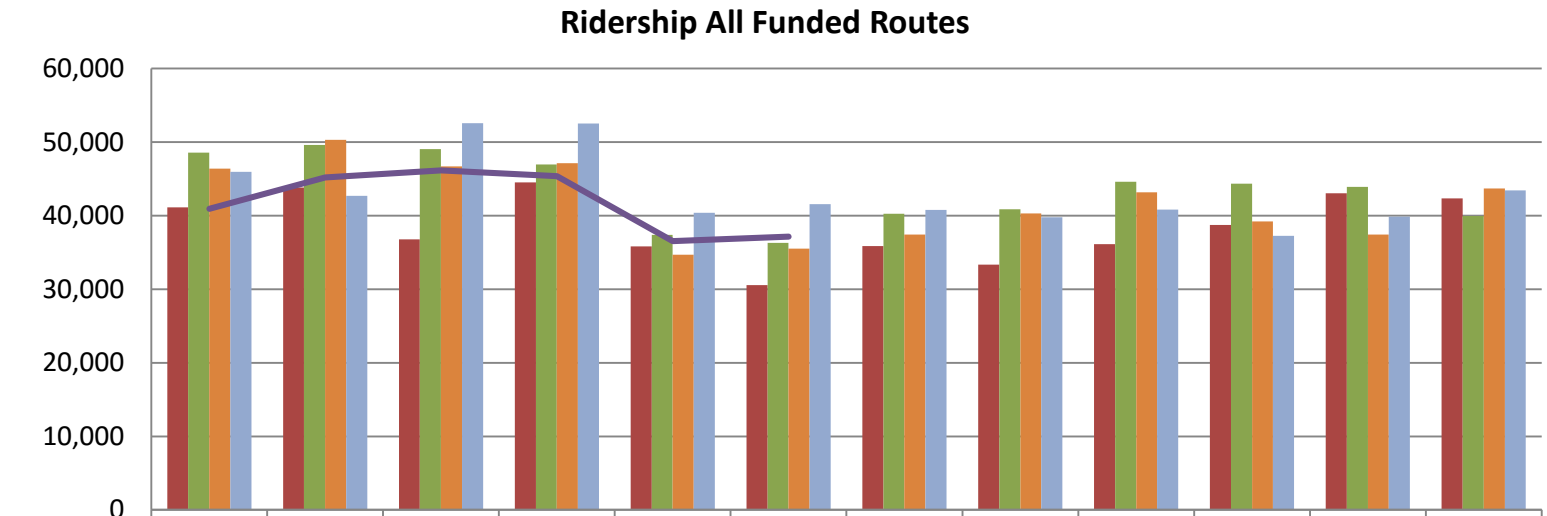
2. **Fleet:**
   - **A. Vehicle Back Up Ratio**
   - **B. Average Vehicle Age**
   - **C. Percentage of "On-Time" PM / Inspections**
   - **C. Accidents, Major/Minor Tracking**

3. **Customer Relations:**
   - **A. Complaints**
   - **B. Incidents**

The In-state/local comparable is Sandoval/Valencia Counties which are operated by the Rio Metro Regional Transit District. This benchmark/peer entity was chosen since they are within New Mexico and somewhat similar to rural transit service. The FTA benchmarking data used originates from the Rural Transit Fact Book 2014. The data is for 2012 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.

Ridership Tracking of All NCRTD Funded Routes

Tracking ridership is the #1 way a public transportation agency can gauge its effectiveness of the service it provides. Ridership data for all routes funded by the NCRTD are collected by City of Santa Fe and Los Alamos County. This data is forwarded and combined with the data from the District's operated routes. These numbers are then compiled into a monthly ridership report. This measurement tracks the number of one way trips taken on all the routes within the district. This graph shows the NCRTD combined total ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand. Sandoval/Valencia counties are used local/in-state comparison benchmark, as they are similar in service but smaller in size: a two county service of the Rio Metro Transit District.



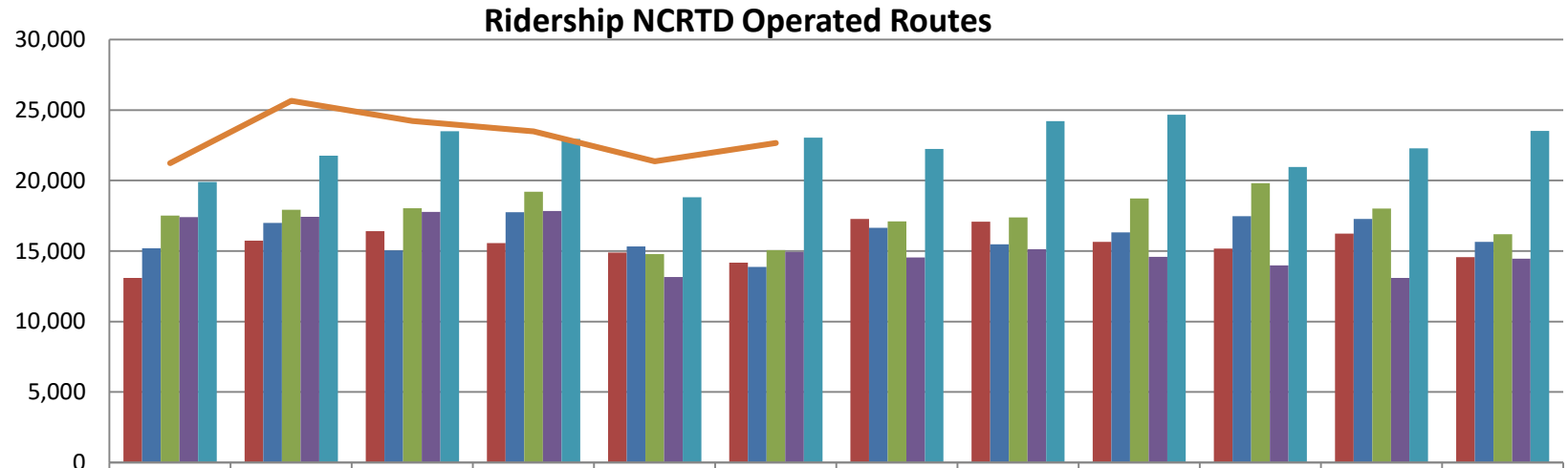
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 12-13	41,135	43,836	36,784	44,537	35,825	30,576	35,877	33,352	36,135	38,724	43,060	42,332
FY 13-14	48,552	49,624	49,034	46,976	37,369	36,320	40,271	40,871	44,627	44,335	43,930	39,934
FY 14-15	46,374	50,295	46,680	47,152	34,702	35,509	37,422	40,320	43,164	39,195	37,447	43,676
FY 15-16	45,966	42,682	52,575	52,528	40,393	41,584	40,794	39,780	40,830	37,248	39,882	43,422
FY 16-17	40,932	45,202	46,154	45,373	36,527	37,142						

FY12/13 = 462,173 FY13/14 = 521,843 FY14/15 = 501,936 FY15/16 = 517,684 FY16/17 = 251,330

Performance Measure - Administrative:

Ridership Tracking of NCRTD Operated Routes

This ridership data is collected by the NCRTD drivers for all routes operated by the District. This includes 27 flex and commuter routes as well as the demand response and paratransit routes. Totaling the number of one way trips on NCRTD routes, allows staff to evaluate effectiveness and to ensure that the service is reaching areas in the district that have high demand for accessible mobility. Sandoval/Valencia counties were selected as a local/in-state comparison benchmark.



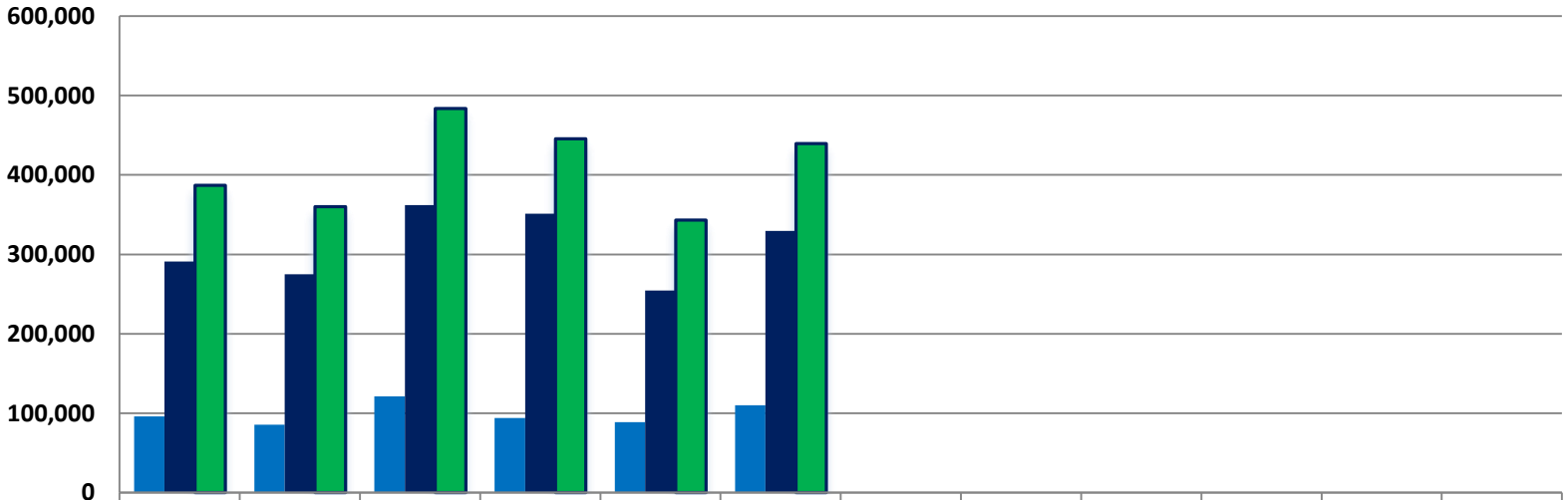
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 11-12	13,081	15,739	16,397	15,567	14,886	14,167	17,274	17,071	15,650	15,178	16,244	14,573
FY 12-13	15,200	16,995	15,052	17,760	15,317	13,872	16,642	15,471	16,315	17,465	17,285	15,653
FY 13-14	17,504	17,934	18,033	19,205	14,792	15,069	17,102	17,380	18,719	19,804	18,021	16,187
FY 14-15	17,415	17,419	17,781	17,843	13,155	14,933	14,545	15,134	14,578	13,983	13,087	14,447
FY 15-16	19,899	21,768	23,498	22,962	18,824	23,033	22,245	24,214	24,675	20,963	22,273	23,516
FY 16-17	21,241	25,654	24,227	23,487	21,364	22,666						

FY12/13 = 193,027 FY13/14 = 209,750 FY14/15 = 184,320 FY15/16 = 267,870 FY16/17 = 138,639

Monthly Expenditures for Administrative and Operating

The NCRTD's Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the expenditures to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. Tracking the budget and monitoring operational costs allows management to target specific dollar amounts when creating future budgets and requesting federal funding from the NM Department of Transportation.

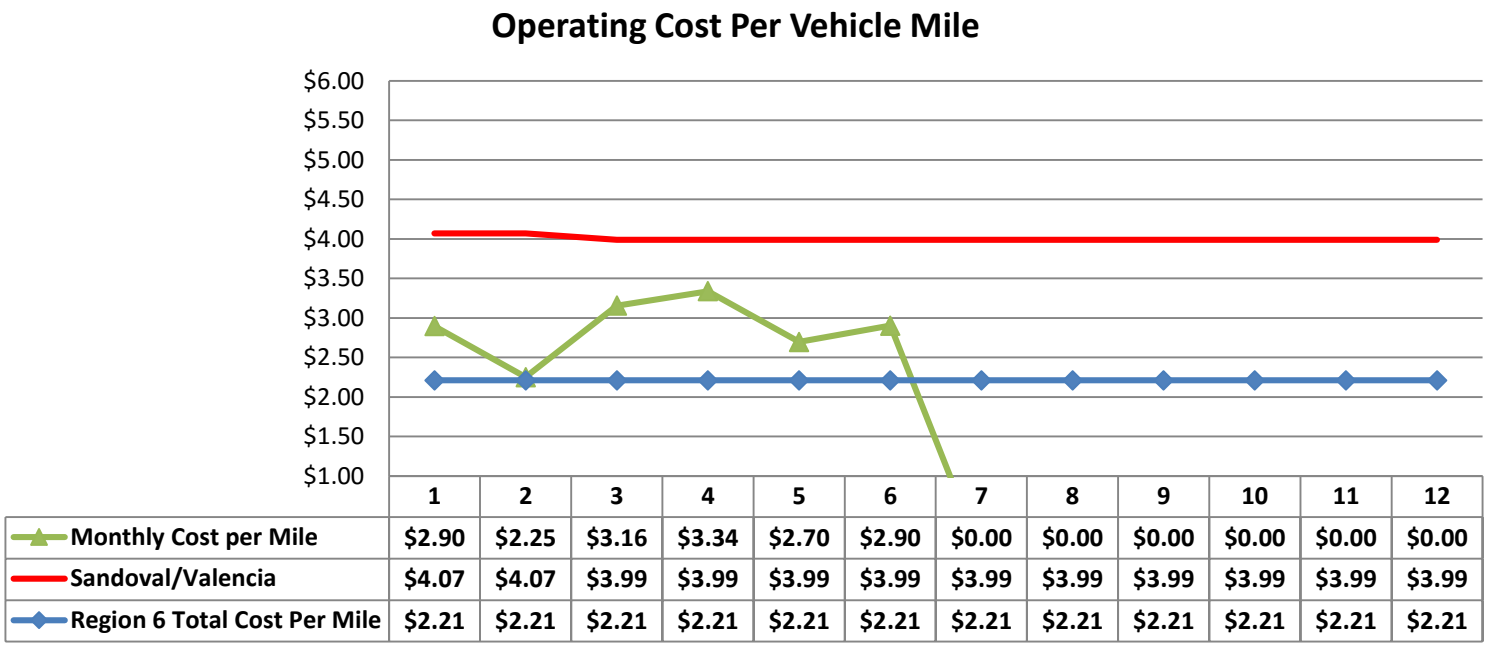
Monthly Expenditures FY 16-17



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Admin	$96,031	$85,397	$121,278	$94,111	$88,557	$109,979						
Operating	$291,021	$274,745	$362,197	$351,334	$254,442	$329,506						
Total	$387,052	$360,142	$483,475	$445,445	$342,998	$439,485	$0	$0	$0	$0	$0	$0

Operational Cost per Vehicle Mile

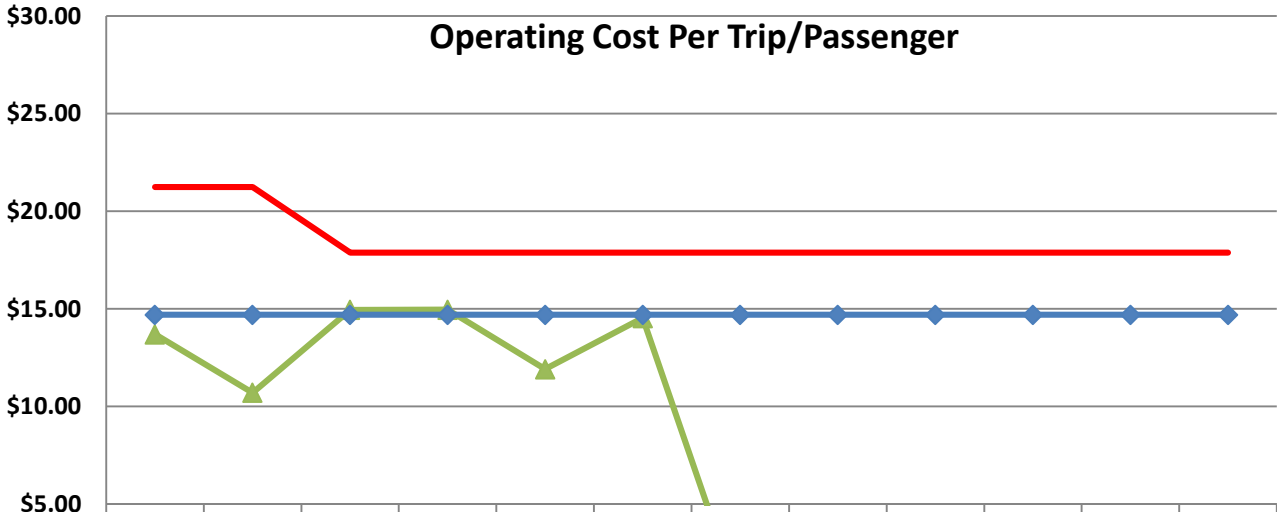
Cost per vehicle mile is the total operating costs per month in relation to the total vehicle miles per month traveled on NCRTD routes. The mileage data is logged daily for each route and compiled into a monthly report. Monthly operating costs are obtained from the Monthly Expenditures (chart above) and the number of miles travelled for NCRTD operated routes. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District's route operations. This measurement is a beneficial tool for the planning and operation's departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per mile vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties' annual average are used as a local/in state comparable benchmark, even though their system is smaller than NCRTD. Data from the **2014*** Rural Transit Data Fact Book, specifically FTA's District 6 (our district) annual cost per mile is included as a benchmark**. *This Data from 2014 Rural Transit Data Fact Book has been revised for the FY15 year.**



	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Mile	$2.90	$2.25	$3.16	$3.34	$2.70	$2.90	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sandoval/Valencia	$4.07	$4.07	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99
Region 6 Total Cost Per Mile	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21

Operating Cost per Trip

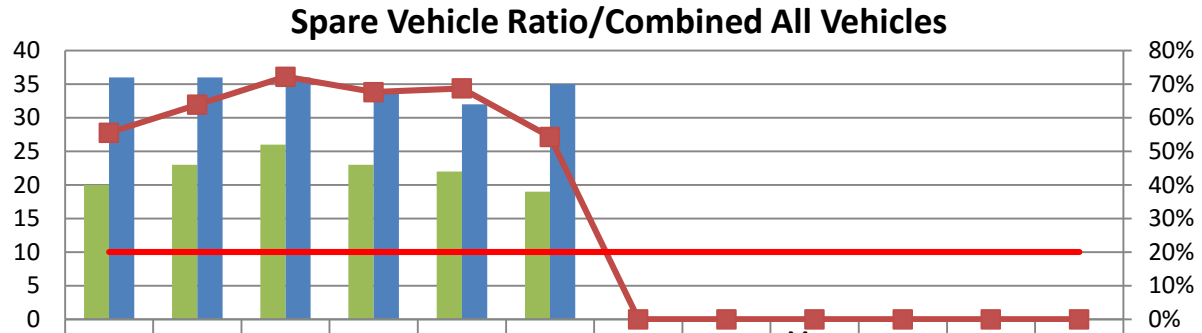
When transit data is collected, passengers, riders and rides are counted and referred to as “trips.” One passenger can generate several trips in a day, and these are counted individually. Example, a particular rider may board in Questa (1 trip) and transfer to the Taos to Espanola bus (1 trip) and again transfer to the Santa Fe bus in Espanola (1 trip) for a total of three trips. The cost per trip is computed on a monthly basis by dividing the monthly operating costs from the Monthly Expenditures (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties’ annual average are used as a local/in state comparable benchmark, even though their system is smaller than the NCRTD. Data from the **2014*** Rural Transit Data Fact Book, specifically FTA’s District 6 (our district) annual cost per trip is included as a benchmark. **. *This Data from 2014 Rural Transit Data Fact Book has been revised for the FY16 year.**



	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Trip	$13.70	$10.71	$14.95	$14.96	$11.91	$14.54	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sandoval/Valencia	$21.24	$21.24	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89
Region 6 Total Cost Per Trip	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70

Spare Vehicle Ratio/Combined all Vehicles

FTA defines the spare ratio as the percentage of spare vehicles in comparison to the number of vehicles required for annual maximum service. Recommended FTA spare vehicle ratio is 20% for fleets over 51 vehicles. NCRTD's fleet totals 55 and is exempt from this guideline but it is a good benchmark to keep in place. With an annual maximum service of now 35 and a backup fleet of 20, the backup ratio is 57.14%. This higher number is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These backup vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns.

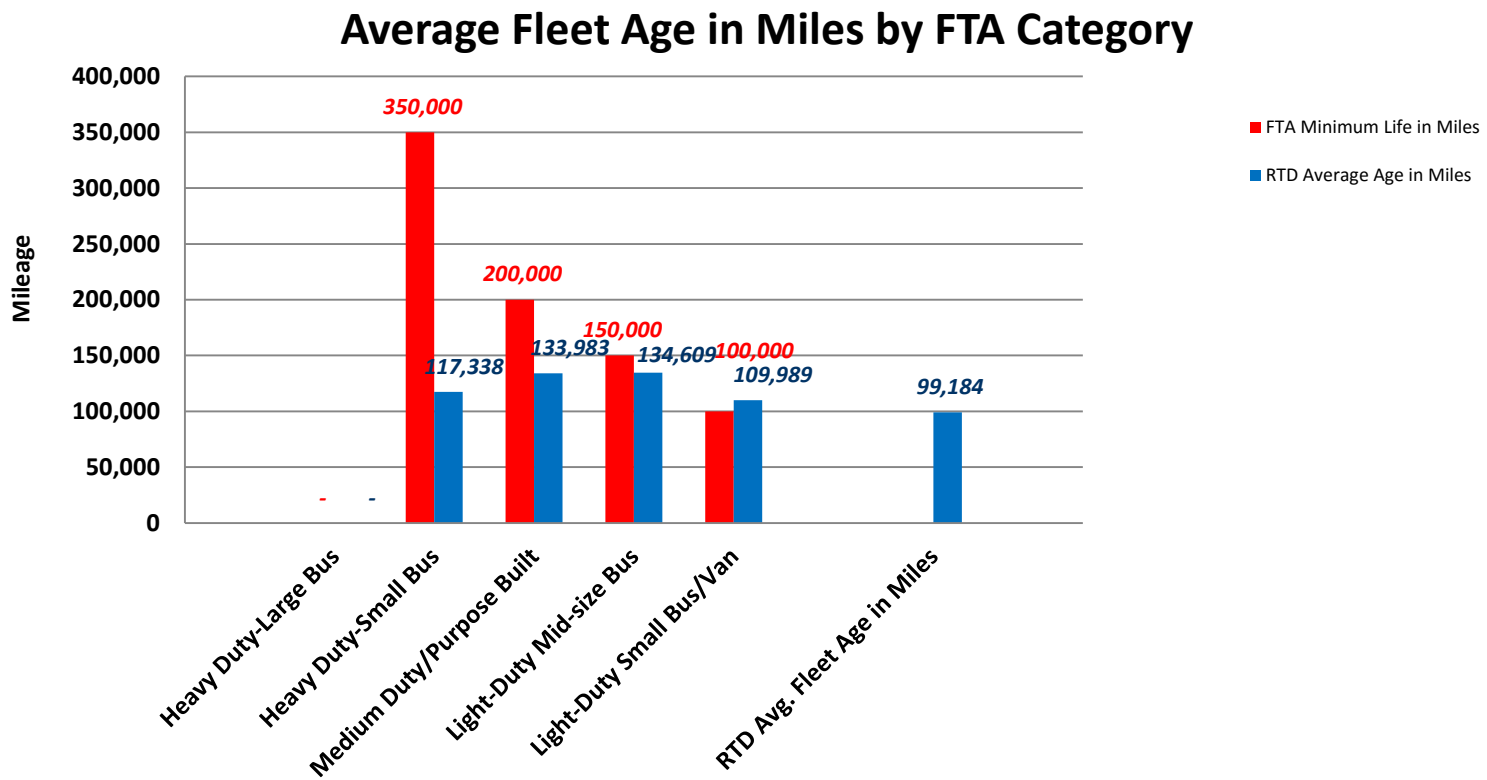


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Spare Vehicles	20	23	26	23	22	19						
# Needed to run	36	36	36	34	32	35						
Spare Ratio	55.56%	63.89%	72.22%	67.65%	68.75%	54.29%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Recommended	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%

Performance Measure - Fleet:

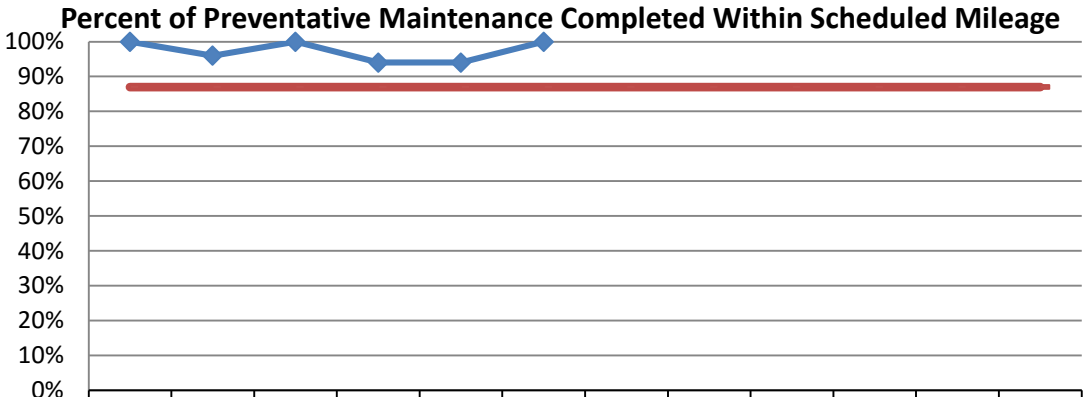
Average Fleet Age

The FTA allows the use of years or mileage to attain usable life. The District uses mileage rather than the year of manufacture because of the large area of the district and the high number of miles traveled on an annual basis. This compares the age of specific kind of vehicles by mileage in accordance to the FTA guidelines. This is useful in fleet replacement planning. The numbers will vary month to month as mileages increase and old vehicles are replaced by new.



Percentage of "On-Time" PM / Inspections

The federal benchmark for the percentage of "on-time" preventative maintenance (PMs) and inspections for the fleet is 87%. Inspections are required to be conducted within certain mileage timeframe by vehicle manufacturers for the various sizes of vehicles. Manufacturer's recommended maintenance schedules may range in mileage due to the component makeup of a particular vehicle. The FTA recommends they be conducted within the manufacturer's recommended maintenance schedule. However, as a sub recipient of NMDOT we are allowed varied standards as approved by NMDOT. With the variety of sizes and component makeup of District vehicles, we have determined and hold to a standard of 6000 mile intervals for the light and medium gasoline powered fleet and 7000 miles for the diesel powered medium-heavy fleet. This ensures frequent safety inspections and PM services at reasonable intervals that result in a more dependable and safer fleet. This data is collected and tracked by the Fleet Maintenance Manager.



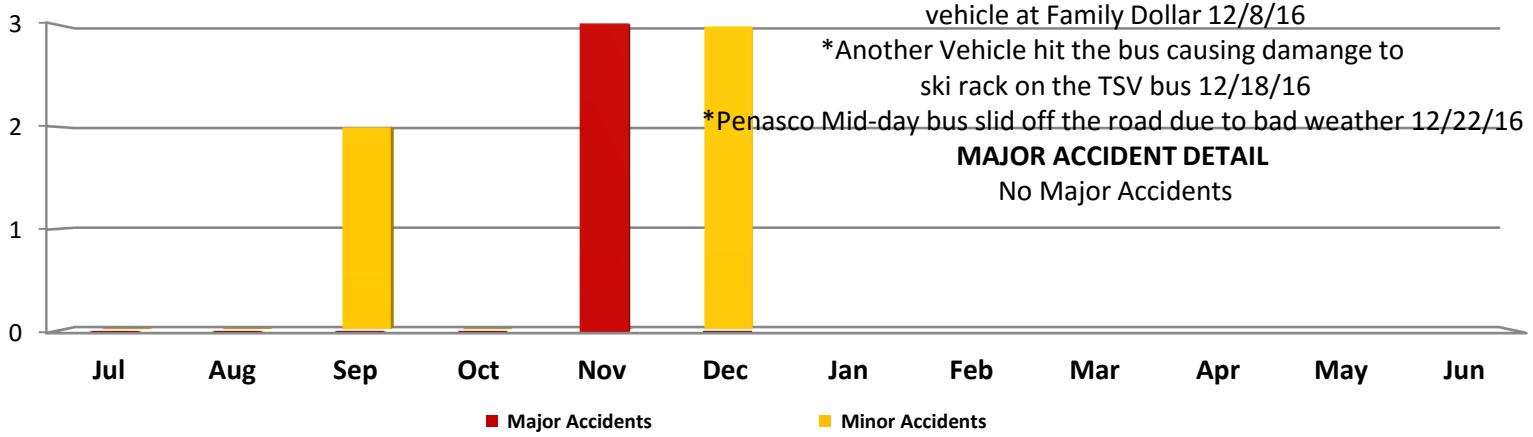
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY 16-17 RTD Maintenance	100	96	100	94	94	100						
FTA Recommendation	87	87	87	87	87	87	87	87	87	87	87	87

Performance Measure - Fleet:

Accidents per Month

This measurement shows us how many accidents occur within a month and to what frequency they occur. These are logged as minor or major accidents. A minor accident for example, is one where a driver hits a stationary object while backing but there is minimal damage. A major accident is one where there may be significant damage and/or injury, and a FTA Post accident drug screen is required. All accidents are reported to the Operations and Maintenance Manager to decide on what corrective action needs to be taken. There are established internal reporting and follow up procedures. All accidents, major or minor, are investigated and documented, and dealt with accordingly by the operations management team. As a result, disciplinary measures and/or driver re-training may be required by the outcome of the investigation.

Number of Major/Minor Accidents per 113,033 Miles Avg. Driven Monthly



MINOR ACCIDENT DETAIL

*Chimayo bus was backed into by another vehicle at Family Dollar 12/8/16

*Another Vehicle hit the bus causing damange to ski rack on the TSV bus 12/18/16

*Penasco Mid-day bus slid off the road due to bad weather 12/22/16

MAJOR ACCIDENT DETAIL

No Major Accidents

Last Minor Accident - December 22, 2016	**Miles Driven since last Minor Accident - 32,814**
Last Major Accident - November 2, 2016	**Miles Driven since last Major Accident - 175,008**

Performance Measure – Customer Relations:

Compliments per Month

This performance tracks monthly the compliments received by the Operations Division of the NCRTD. The compliments are received by Operations and Admin staff. These are categorize by the different positions within Operations, and are recognized with an incentive in the "Above and Beyond" recognition program at the NCRTD. Driver's may use recognition at the time of their evaluation.

1. Roger Miera and Ryan Rodriguez (Taos Drivers) received a compliment from Jeanette Martinez on December 14, 2016. She states she is very grateful for having free transportation from Espanola to Santa Fe and back to Espanola. She states she is very happy with Roger Miera, he is a very nice man and is a blessing to have as her driver. She also appreciated when Ryan Rodriguez drove the Taos to Santa Fe bus. She states he is a very wonderful individual and is a great driver. He always kept the bus clean and was missed when he changed routes.
2. Roger Miera (Taos Driver) received a compliment from Laura Calvert on December 15, 2016. She states he was a very polite with his customers and is a safe driver. He is always on time and is overall a good person.
3. Rubel Martinez (Chimayo Driver) received a compliment from Ms. Sanchez on December 21, 2016. She states he was very helpful, kind and compassionate with her when she got sick on the bus while he was in route to Truchas.

		FY 16-17 Number of Compliments			
	Total	Driver Performance	Dispatch	Miscellaneous*	Percent VS Ridership
July	0	0	0	0	
August	0	0	0	0	
Sept	0	0	0	0	
Oct	0	0	0	0	
Nov	0	0	0	0	
Dec	3	3	0	0	0.013%
January					
Feb					
March					
April					
May					
June					
Total	3	3		0	0.013%

Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorize by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

No Complaints in December 2016

FY 16-17 Number of Complaints

	Total	Schedule Issues	Driver Performance	Against other Passengers	Miscellaneous*	Percent VS Ridership
July	5	0	4	1	0	0.024%
August	3	0	3	0	0	0.012%
Sept	1	0	0	1	0	0.004%
Oct	1	0	1	0	0	0.004%
Nov	1	0	1	0	0	0.005%
Dec	0	0	0	0	0	0.00%
January						
Feb						
March						
April						
May						
June						
Total	11	0	9	2	0	0.048%

Performance Measure – Customer Relations: Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

1. *A male passenger asked the driver if he would be able to drop him off at the Pojoaque Super Market. The driver advised the passenger that was not a designated stop for the route he was on. The passenger continued to ask the driver if he could be dropped off at the Supermarket. The driver radioed dispatch to request a stop at the Pojoaque Supermarket, dispatch denied the stop. When arriving at the Cities of Gold stop the passenger took the pen from the driver's clipboard and requested the driver's name in which the driver did not give the passenger his name. The passenger then asked the driver for the unit # of the bus as he was exiting the bus. The driver was able to driver away safely with no incident.*
2. *As the driver was pulling away from the gas pump the bus scrapped up against a barrier pole.*
3. *Dispatch received a call inquiring on the connection to the Rail Runner. Dispatch explained to the caller we had buses going from Espanola to Santa Fe to the South Capital Rail Runner Station. The caller then wanted information how to get service from his home to Park N Ride. Dispatch gave him a list of stops that were near his home that would assist him getting to Park N Ride. The caller seemed confused about the various transportation services and wanted to know the difference of services for the NCRTD, Rail Runner and Santa Fe Trails.*
4. *Dispatch received a call from someone who was interested in knowing how the NCRTD operated and how we connected to the Rail Runner. The caller became very rude with the dispatcher, the call was then forwarded to a Supervisor. The Supervisor gave the caller the same information as dispatch had but the caller wasn't satisfied with the assistance. The caller became very rude and insistent with the Supervisor wanting to know how much money the Supervisor was being paid. The caller then asked to be transferred to Human Resource to find out what the Supervisor's salary is.*
5. *Dispatch received a phone call from a man inquiring information on the next bus from Espanola to Santa Fe train station. Dispatch advised him the next bus would leave Park N Ride to Santa Fe at 1pm but advised him the bus would not go to the Train station on that run. The caller did not like the dispatcher's response, and became very vulgar with the dispatch, making racial comments to her stating she should go back to Mexico.*

FY 16-17 Number of Customer Incidents

	Total	Driver-Non Rider	Rider-Rider	Driver-Rider	Non- Rider	Rider	% of Ridership
July	8	2	3	0	0	3	0.038%
Aug	2	0	0	2	0	0	0.008%
Sept	8	2	0	5	0	1	0.033%
Oct	4	1	1	0	0	2	0.017%
Nov	5	0	1	2	0	2	0.02%
Dec	5	1	0	1	3	0	0.02%
Jan							
Feb							
March							
April							
May							
June							
Total	32	6	5	10		8	0.023%

PARATRANSIT
Performance Measures

for

Fiscal Year 2017

December 2016

DEMAND RESPONSE / PARATRANSIT
Performance Measures for
Fiscal Year 2017

The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District's costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."
The report data collected is grouped into 3 areas: Demand Response Administrative, Paratransit Operations and Customer Relations:

1. **Demand Response Administrative:**
   - **A. Ridership, All Demand Response Routes**
   - **B. Ridership, Demand Response Paratransit**
   - **C. Demand Response Operational Cost**
   - **D. Cost Per Mile**
   - **E. Cost Per Trip**

2. **Paratransit Operations**
   - **A. Cancellations**
   - **B. Late Cancellations**
   - **C. No-Shows**
   - **D. On-Time Performance**
   - **E. Trip Length**

3. **Customer Relations:**
   - **A. Complaints**
   - **B. Incidents**

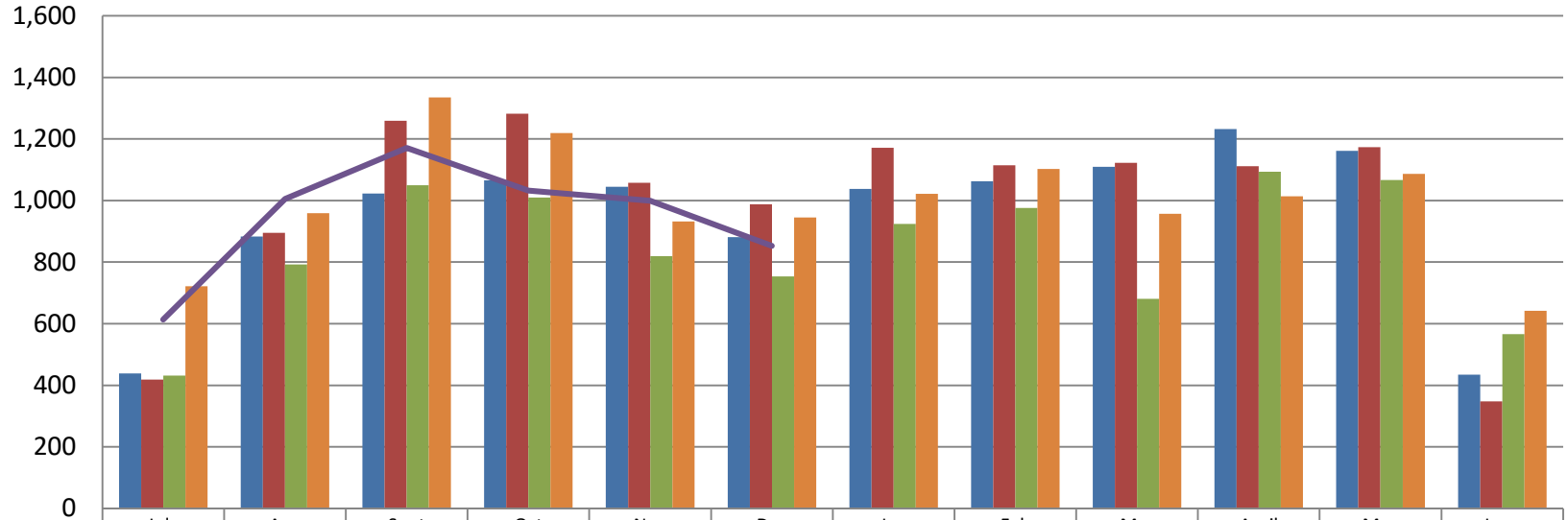
The closest peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable to cost per mile. Their percentage of Demand Response trips are 46% of their total ridership, higher than NCRTD's at 4.7%, showing a considerable spread on the cost per trip. The FTA benchmarking data used originates from the Rural Transit Fact Book 2014. The data is for 2012 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.

Performance Measure - Administrative:

Ridership Tracking of All Demand Response Routes

This measurement tracks the number of rides (trips) taken each month on all the demand response routes within the district. This graph shows the NCRTD demand response ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand.

Ridership All Demand Repsonse Routes



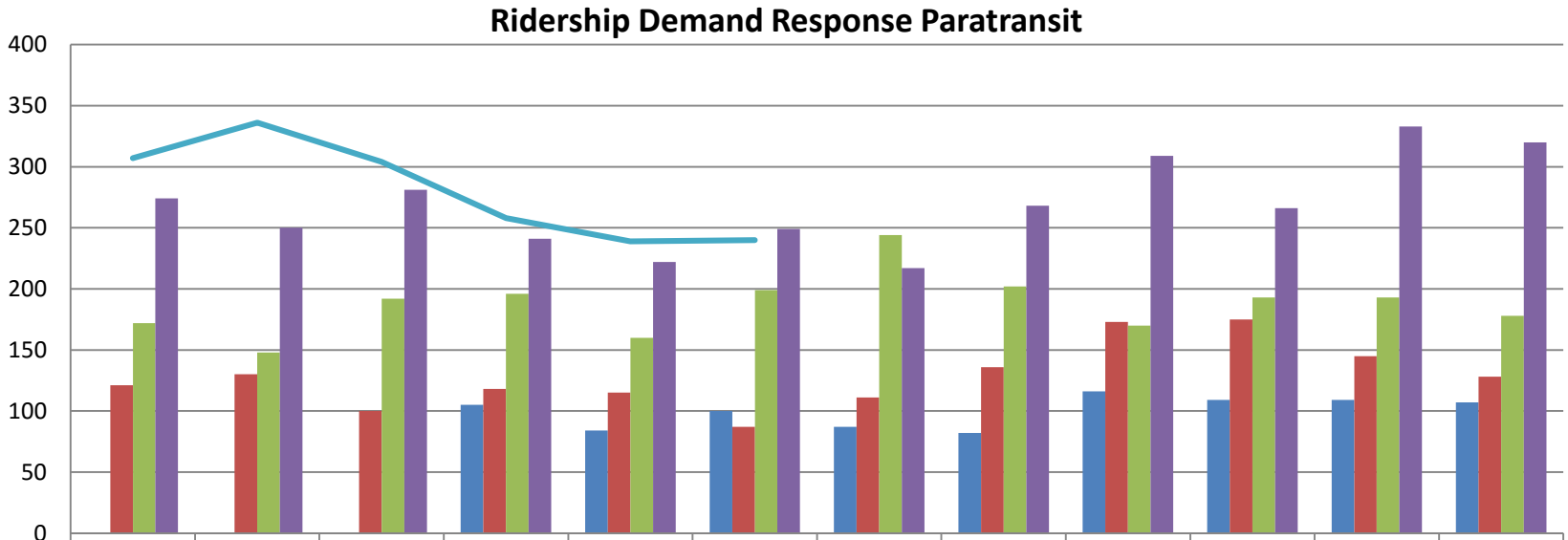
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 12-13	438	883	1,023	1,066	1,045	881	1,038	1,063	1,110	1,232	1,161	434
FY 13-14	418	895	1,259	1,282	1,058	988	1,171	1,115	1,122	1,112	1,173	348
FY 14-15	431	792	1,050	1,010	819	754	924	976	681	1,094	1,067	566
FY 15-16	722	959	1,335	1,219	932	945	1,022	1,103	957	1,014	1,087	642
FY 16-17	613	1,005	1,171	1,032	999	853						

FY12/13 = 11,374 FY13/14 = 11,941 FY14/15 = 10,164 FY15/16 = 11,937 FY16/17 = 5,673

Performance Measure - Administrative:

Ridership Tracking of Demand Response / ADA Paratransit Trips

This ridership data represents the number of ADA paratransit trips that occurred each month within the demand response routes. This also includes any ADA eligible trips that occurred on the fixed/flex routes. Please note that this an incomplete chart at this time will be updated as ADA Paratransit ridership can be mined from the historical data.



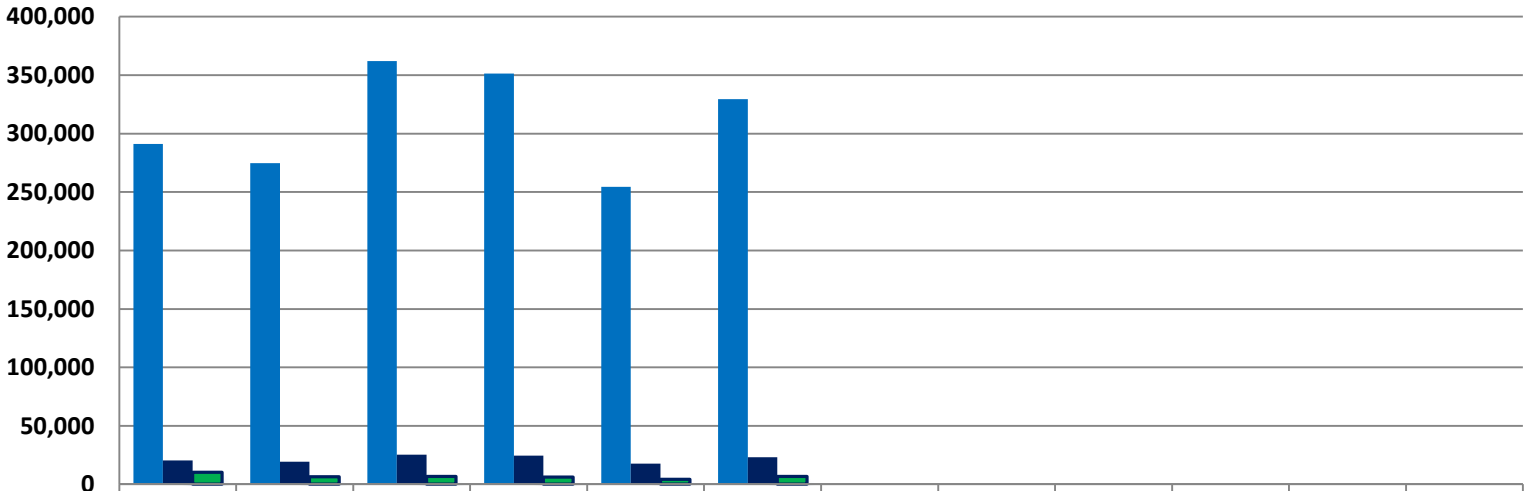
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 12-13	0	0	0	105	84	100	87	82	116	109	109	107
FY 13-14	121	130	100	118	115	87	111	136	173	175	145	128
FY 14-15	172	148	192	196	160	199	244	202	170	193	193	178
FY 15-16	274	250	281	241	222	249	217	268	309	266	333	320
FY 16-17	307	336	304	258	239	240						

FY 12/13 = 899 FY13/14 = 1,539 FY 14/15 = 2,247 FY 15/16 = 3,230 FY 16/17 = 1,684

Monthly Demand Response & ADA Paratransit Operational Costs

The NCRTD's Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the operational costs to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. The operating budget for demand response is 6.97% of the overall operating budget. Each month's operating expenditures are calculated at 6.97% to acquire a crude demand response share. That share is then calculated to a percentage of the actual ADA trips for the month to determine a cost for paratransit. This number will be used to calculate cost per mile and cost per trip.

Monthly Demand Response & ADA Paratransit Operational Cost FY 16-17

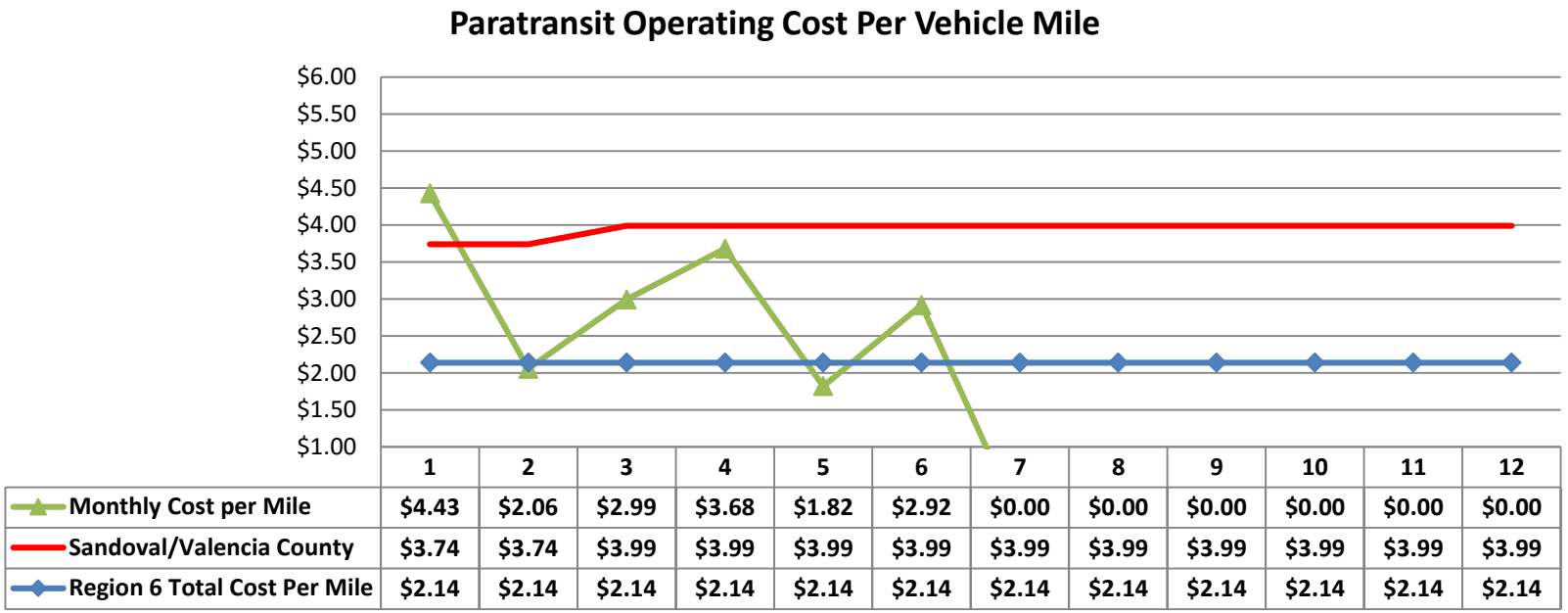


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Total Operations	$291,021	$274,745	$362,197	$351,334	$254,442	$329,506						
Demand Ops	$20,285	$19,150	$25,245	$24,488	$17,735	$22,967						
Paratransit Cost	$10,143	$6,511	$6,564	$6,122	$4,256	$6,660						

YEAR TO DATE: FY 15-16 **$40,256**

Paratransit Operational Cost per Vehicle Mile

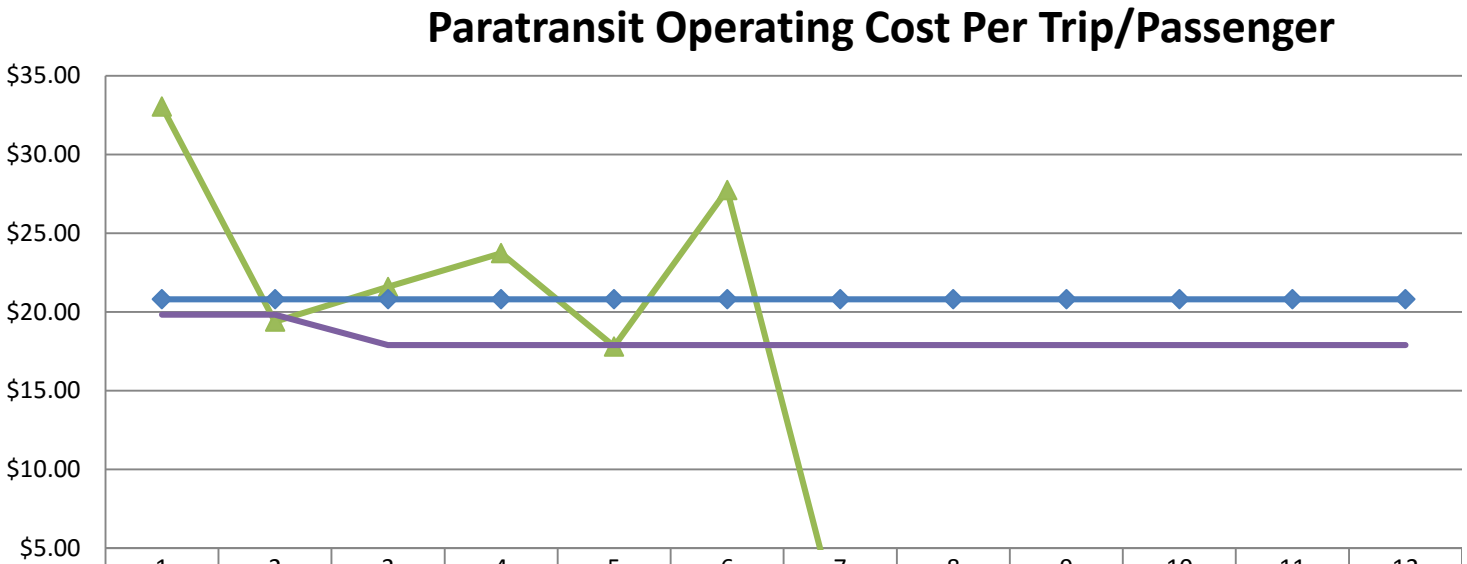
The Paratransit Cost per vehicle mile is the total operating costs per month in relation to the percentage of ADA vehicle miles per month traveled . The mileage data is logged daily for each route and compiled into a monthly report. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District's demand response paratransit route operations. This measurement is a beneficial tool for the planning and operation's departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 and 5310 funding. The peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable. Data from the 2014 Rural Transit Data Fact Book with data from 2012, specifically FTA's District 6 (our district) annual cost per trip is included as a benchmark.



	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Mile	$4.43	$2.06	$2.99	$3.68	$1.82	$2.92	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sandoval/Valencia County	$3.74	$3.74	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99	$3.99
Region 6 Total Cost Per Mile	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14

Paratransit Operating Cost per Trip

The paratransit cost per trip is computed on a monthly basis by dividing the paratransit monthly operating costs from the paratransit cost (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 and 5310 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes.. The peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable . Data from the 2014 Rural Transit Data Fact Book with data from 2012, specifically FTA's District 6 (our district) annual cost per trip is included as a benchmark.



	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Trip	$33.04	$19.38	$21.59	$23.73	$17.81	$27.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Sandoval/Valencia County	$19.82	$19.82	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89	$17.89
Region 6 Total Cost Per Trip	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80

Performance Measure – Paratransit Operations:

Cancellations, Late Cancellations and No-Shows

Cancellations, Late Cancellations and No-shows by the paratransit rider are tracked as a performance measure. A late cancellation (cancelled within 2 hours of the scheduled trip) is counted as a No-Show. When a rider has accumulated 3 No-Shows in a 30 day period, he/she may be subject to a 30 day suspension of service.

Cancellations = 30 **Late Cancellations = 20** **No-shows = 9**

On Time Performance and Trip Length tracked for scheduling and driver performance. On-Time performance is considered on-time from 10 minutes before to 20 minutes after the scheduled pickup time for the scheduled ride. This is reflected in the percentages of total trips that were early, late and on time. The performance goal for this measure is to attain 90% On-time.

Early = 31.85% **On Time = 67.43%** **Late = .72%**

Trip length is measured to determine the average trip length riders are on the bus during their trip as the rides are shared with other rider's pick up and drop offs. This is considered acceptable when ride time is not longer than twice the time it would take to make the ride on a fixed route bus. The average trip time on comparable fixed routes is 15 minutes.

Average Trip Length Per Client = 19.88 Minutes, 7.3 Miles On Board

Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorize by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

No ADA complaints in December 2016

FY 16-17 Number of Complaints

	Total	Scheduling Issues	Driver Performance	CSR/Dispatch	Miscellaneous*	Percent VS Ridership
July	0	0	1	0	0	0.33%
August	0	1	0	0	0	0.30%
Sept	0	0	0	0	0	0.00%
Oct	0	0	0	0	0	0.00%
Nov	0	0	0	0	0	0.00%
Dec	0	0	0	0	0	0.00%
January						
Feb						
March						
April						
May						
June						
Total	2	1	1	0	0	0.12%

Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

1. A passenger riding the bus fell sitting down as he was trying to get off the bus. The Driver asked if he was hurt, the passenger stated he was fine. No other incident.

2. After picking up a passenger via Demand Response, the passenger asked the driver if she could be dropped off at a non-scheduled stop before heading to pre-arranged stop. The driver allowed the stop but mentioned to her that she would have to come back for her (as she was taking longer than planned) due to other passengers pre-arranged transportation services. When the driver came back for the passenger she was upset that the driver left her there. The driver explained that it was a courtesy stop and would need to make previous arrangements for all stops when making transportations arrangements in the future.

FY 16-17 Number of Customer Incidents

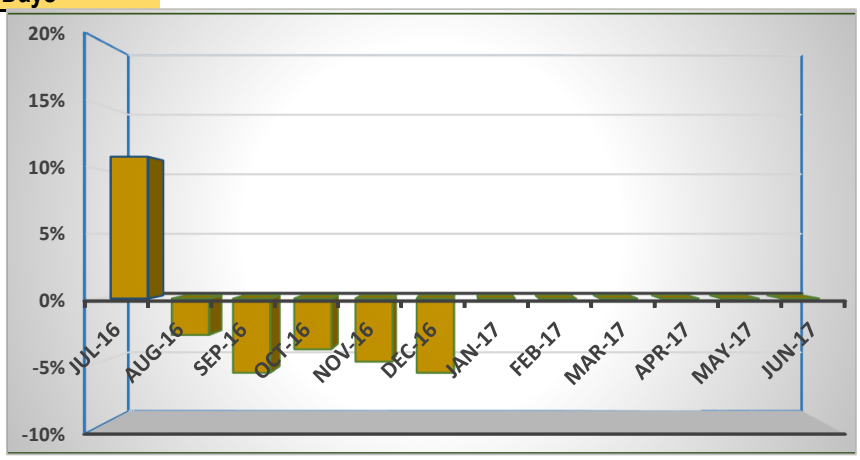
	Total	Driver-Non Rider	Rider-Rider	Driver-Rider	Rider	% of Ridership
July	3	0	1	0	2	0.98%
Aug	0	0	0	0	0	0.00%
Sept	4	1	1	0	2	0.99%
Oct	1	0	1	0	0	0.39%
Nov	0	0	0	0	0	0.00%
Dec	2	0	1	1	0	0.83%
Jan						
Feb						
March						
April						
May						
June						
Total	10	1	4	1	4	0.53%

NCRTD Monthly Ridership Summary

December 1 through December 31, 2016

Calendar Operating Days

	This Year
Jul-16	20
Aug-16	31
Sep-16	30
Oct-16	30
Nov-16	27
Dec-16	31
Jan-17	
Feb-17	
Mar-17	
Apr-17	
May-17	
Jun-17	



Monthly System Totals

	This Year	Last Year	%Change
NCRTD Operated	22,666	23,033	**-1.59%**
NCRTD Funded	14,476	18,551	**-21.97%**
All Systems Funded Total	37,142	41,584	**-10.68%**

Year to Date Totals

	This Year	Last Year	Difference	%Change
NCRTD Operated	138,639	129,984	8,655	**6.66%**
NCRTD Funded	121,107	145,744	-24,637	**-16.90%**
All Systems Funded Total	259,746	275,728	-15,982	**-5.80%**

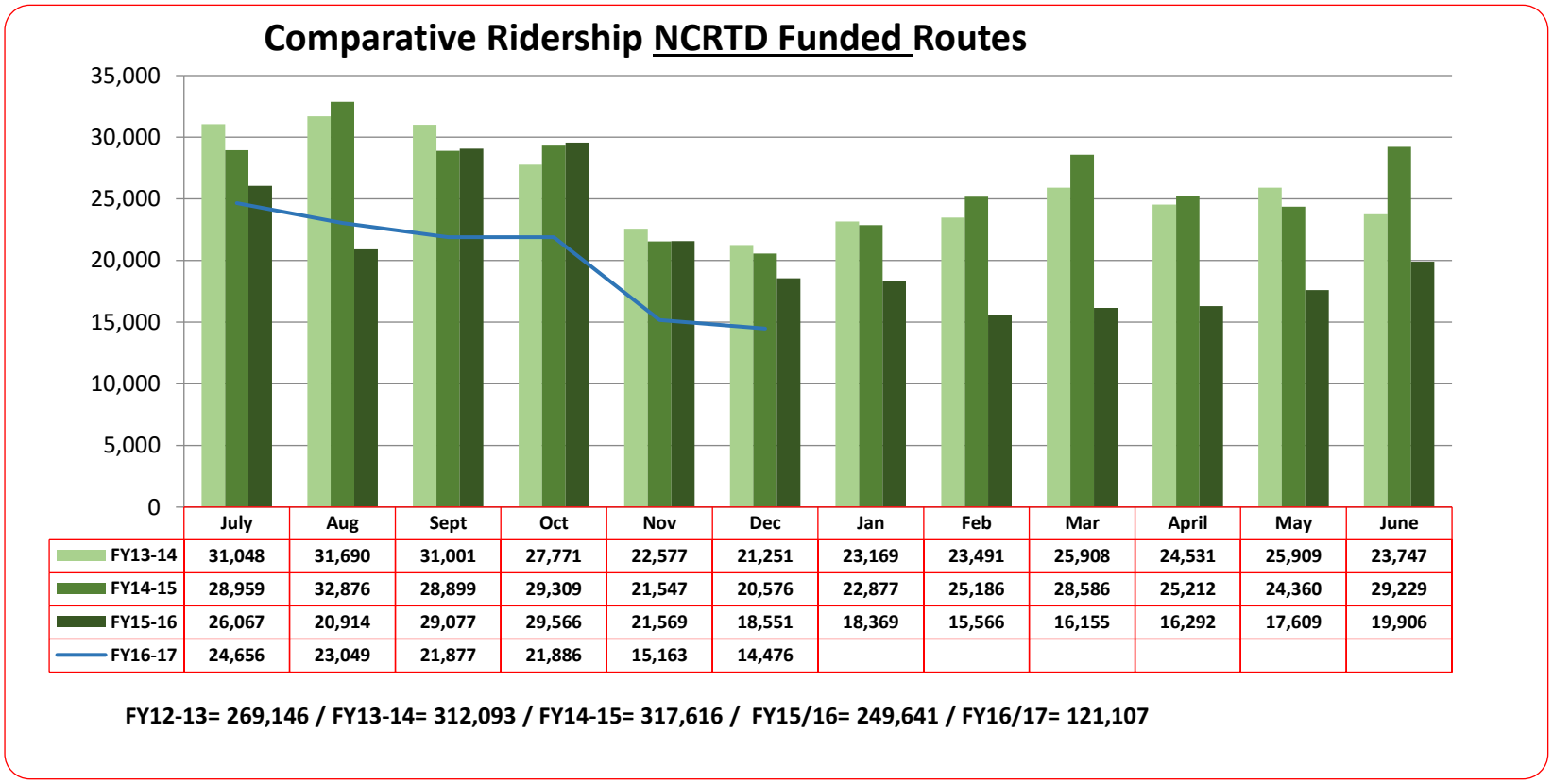
System Daily Averages

	This Year	Last Year	% Change
NCRTD Operated	731	1097	**-33.36%**
NCRTD Funded	467	883	**-47.11%**
Systems Total	1198	1980	**-39.49%**

Total Ridership YTD % Change

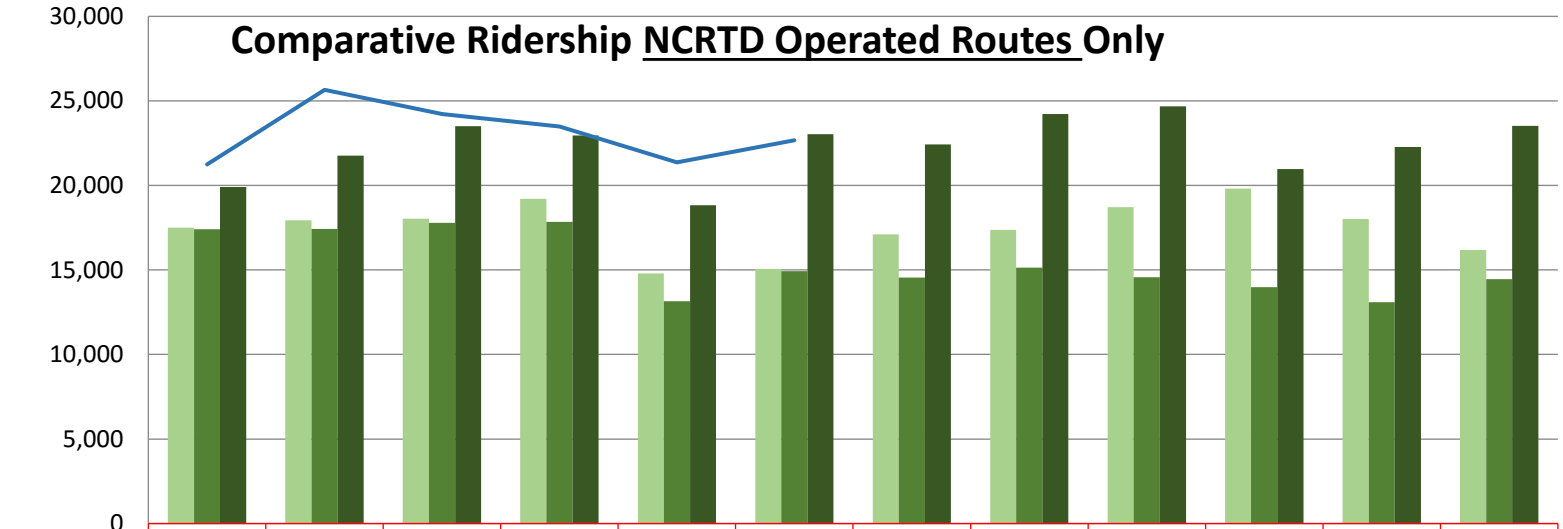
Jul-16	10.95%
Aug-16	-2.84%
Sep-16	-5.80%
Oct-16	-3.96%
Nov-16	-4.93%
Dec-16	-5.80%
Jan-17	
Feb-17	
Mar-17	
Apr-17	
May-17	
Jun-17	

Dec-2016
Ridership Report



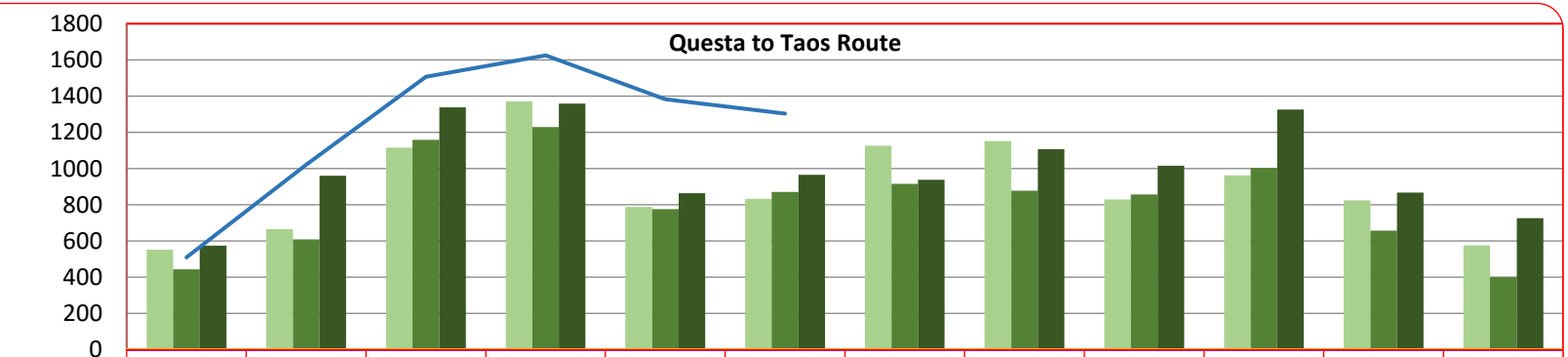
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY13-14	31,048	31,690	31,001	27,771	22,577	21,251	23,169	23,491	25,908	24,531	25,909	23,747
FY14-15	28,959	32,876	28,899	29,309	21,547	20,576	22,877	25,186	28,586	25,212	24,360	29,229
FY15-16	26,067	20,914	29,077	29,566	21,569	18,551	18,369	15,566	16,155	16,292	17,609	19,906
FY16-17	24,656	23,049	21,877	21,886	15,163	14,476						

FY12-13= 269,146 / FY13-14= 312,093 / FY14-15= 317,616 / FY15/16= 249,641 / FY16/17= 121,107



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY13-14	17,504	17,934	18,033	19,205	14,792	15,069	17,102	17,380	18,719	19,804	18,021	16,187
FY14-15	17,415	17,419	17,781	17,843	13,155	14,933	14,545	15,134	14,578	13,983	13,087	14,447
FY15-16	19,899	21,768	23,498	22,962	18,824	23,033	22,425	24,214	24,675	20,963	22,273	23,516
FY16-17	21,241	25,654	24,227	23,487	21,364	22,666						

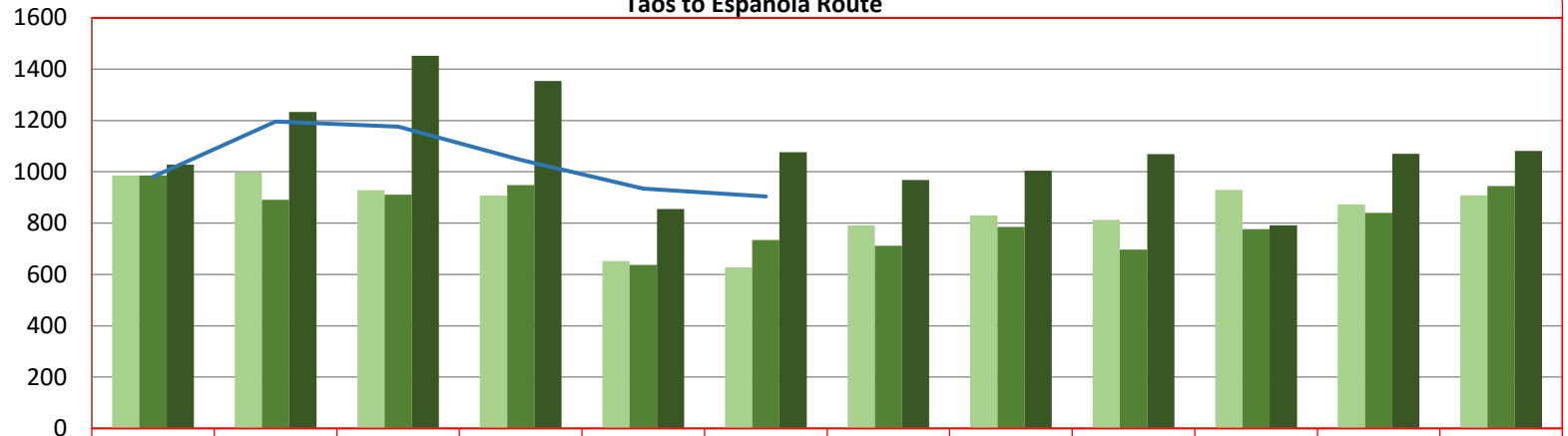
FY12-13= 193,027 / FY13-14= 209,750 / FY14/15= 184,320 / FY15/16= 268,050 / FY16/17= 138,639



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY13/14	552	665	1116	1371	787	833	1125	1151	830	962	824	576
FY14/15	443	608	1158	1230	775	870	915	878	856	1004	657	400
FY15-16	574	960	1338	1358	863	965	938	1106	1016	1325	867	725
FY16-17	509	1021	1506	1625	1383	1303						

FY12-13= 12,913 / FY13-14= 10,792 / FY14/15= 9,794 / FY15/16= 12,035 / FY16/17= 7,347

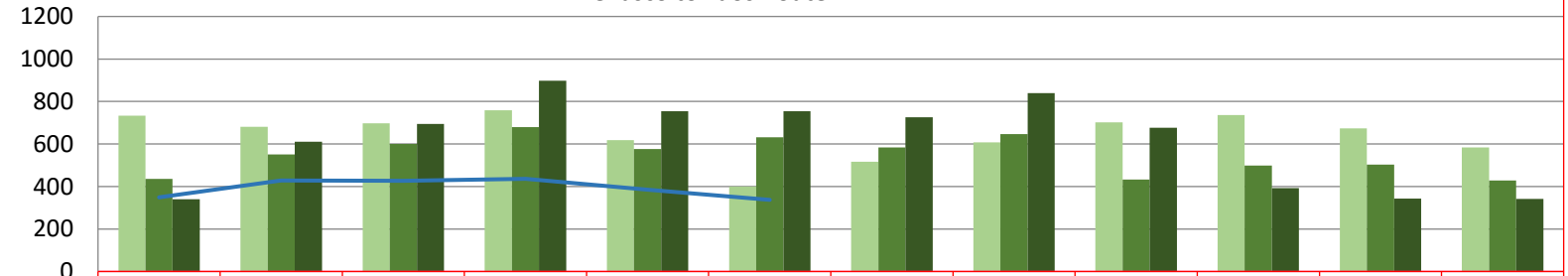
Taos to Espanola Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	985	998	928	907	652	627	792	830	813	930	872	909
FY14-15	986	891	911	948	637	734	712	785	697	776	840	945
FY15-16	1028	1233	1452	1354	855	1077	968	1004	1069	792	1070	1081
FY16-17	980	1196	1176	1047	934	904						

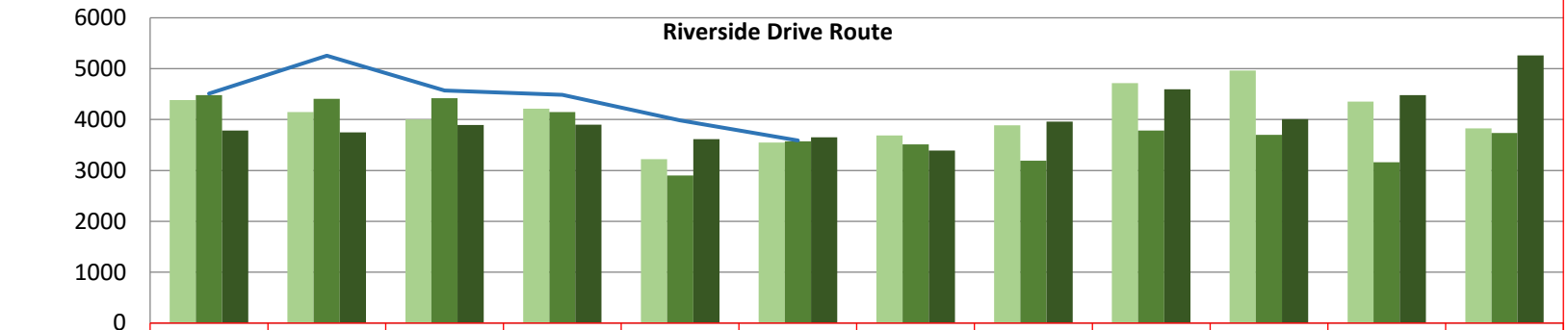
FY12-13= 10,500 / FY13-14= 10,243 / FY14/15= 9,862 / FY15/16= 12,983 / FY16/17= 6,237

Penasco to Taos Route



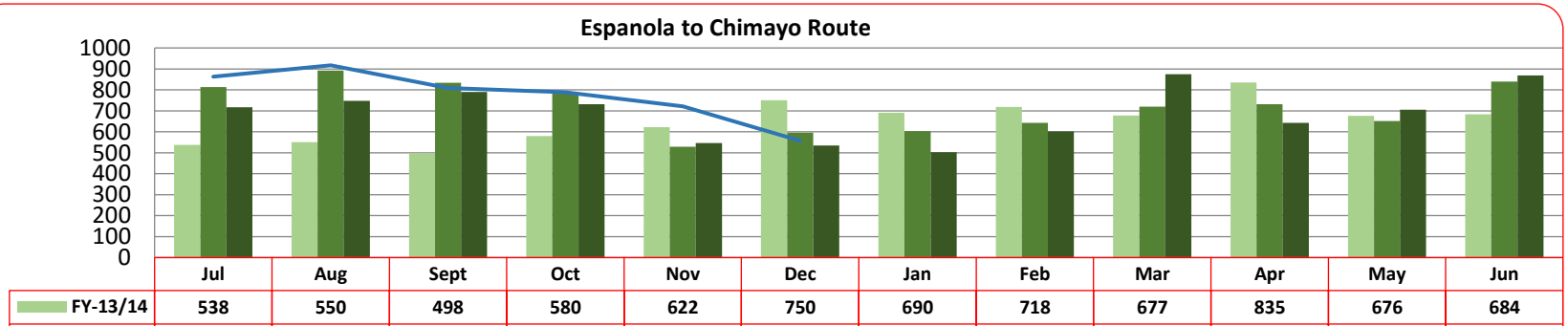
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	733	681	697	759	618	400	516	608	702	736	674	583
FY14-15	436	551	600	680	576	632	583	647	432	499	503	428
FY15-16	340	611	695	898	754	754	725	839	676	392	343	341
FY16-17	349	428	426	436	385	337						

FY12-13= 9,189 / FY13-14= 7,707 / FY14/15= 6,567 / FY15/16= 7,368 / FY16/17= 2,361



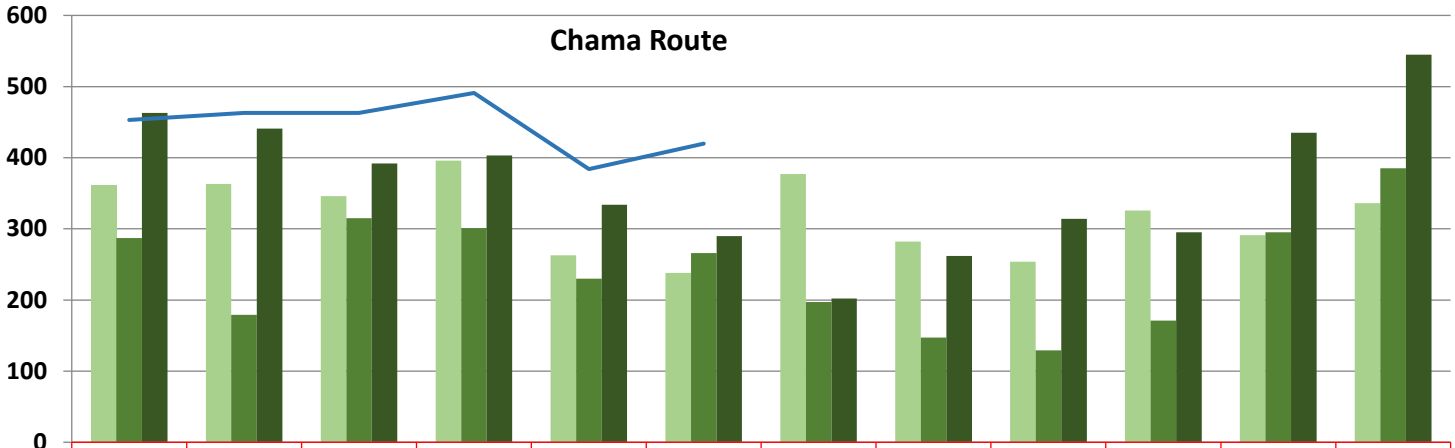
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	4382	4145	4001	4213	3220	3548	3687	3890	4716	4962	4354	3825
FY14-15	4479	4405	4422	4146	2902	3572	3509	3190	3783	3700	3164	3735
FY15-16	3785	3748	3891	3902	3613	3649	3392	3957	4596	4008	4479	5259
FY16-17	4511	5255	4570	4487	3986	3589						

FY12-13= 41,470 / FY13-14= 48,943 / FY14/15= 45,007 / FY15/16= 48,279 / FY16/17= 26,398



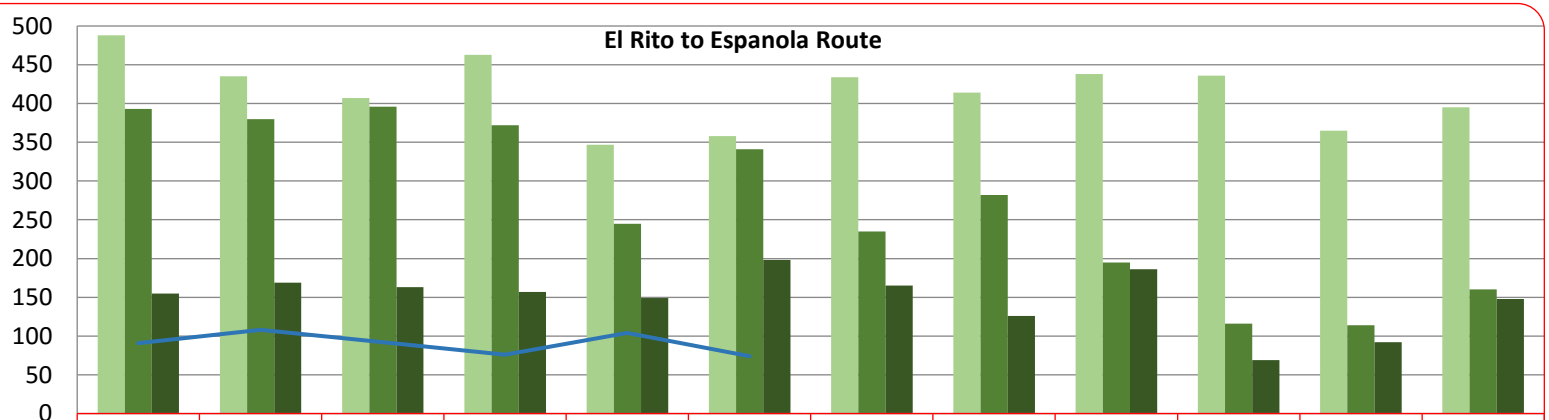
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	538	550	498	580	622	750	690	718	677	835	676	684
FY14-15	814	892	833	782	528	596	603	642	720	732	651	840
FY15-16	717	748	790	732	546	535	502	601	874	643	705	868
FY16-17	863	917	809	789	721	557						

FY12-13= 6,645 / FY13-14= 7,818 / FY14/15= 8,633 / FY15/16= 8,261 / FY16/17= 4,656



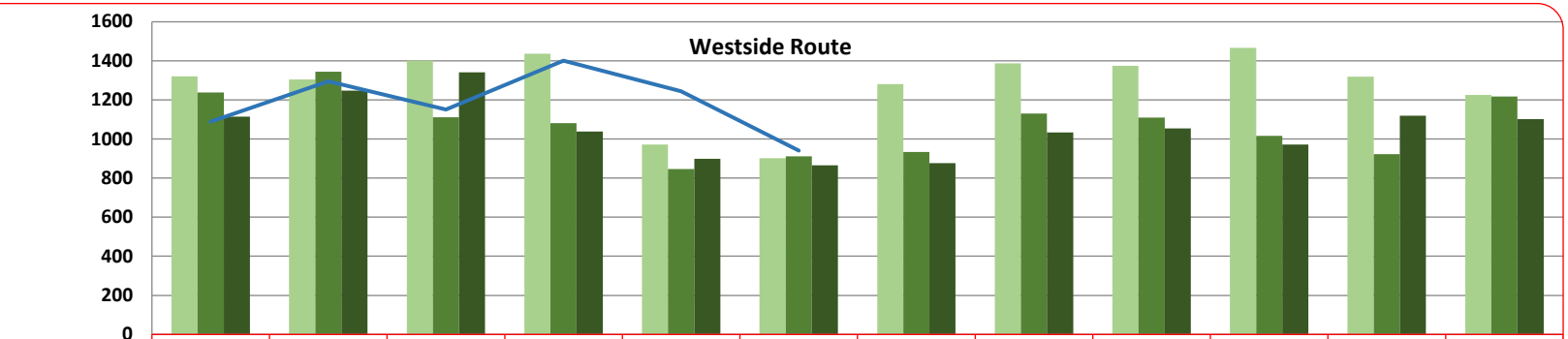
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	362	363	346	396	263	238	377	282	254	326	291	336
FY-14/15	287	179	315	301	230	266	197	147	129	171	295	385
FY-15/16	463	441	392	403	334	290	202	262	314	295	435	545
FY16-17	453	463	463	491	384	420						

FY12-13= 3,292 / FY13-14= 3,834 / FY14/15= 2,902 / FY15/16= 4,376 / FY16/17= 2,674



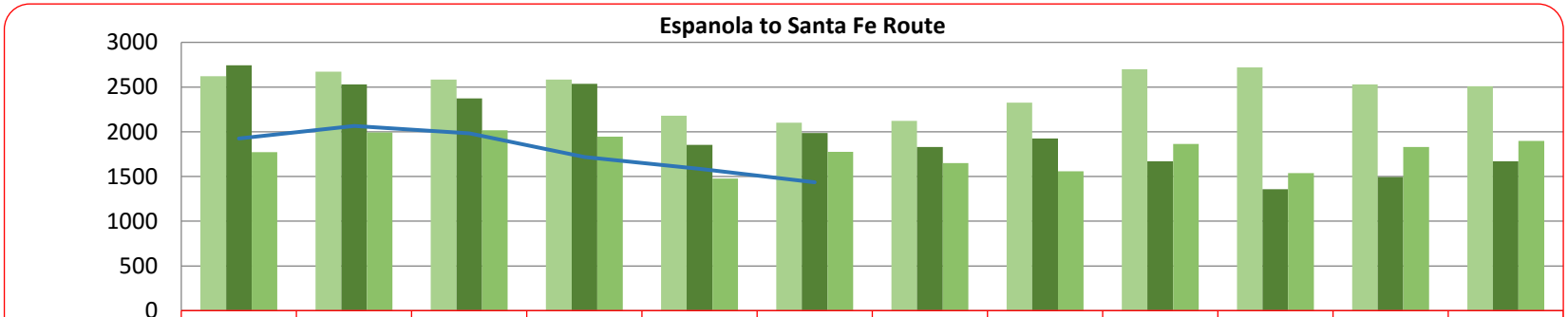
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	488	435	407	463	347	358	434	414	438	436	365	395
FY14/15	393	380	396	372	245	341	235	282	195	116	114	160
FY15-16	155	169	163	157	149	198	165	126	186	69	92	148
FY16-17	91	108	92	76	104	74						

FY12-13= 4,876 / FY13-14= 4,980 / FY14/15= 3,229 / FY15/16= 1,777 / FY16/17= 545



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	1321	1305	1402	1437	972	902	1281	1388	1374	1467	1319	1225
FY14/15	1239	1345	1111	1082	846	912	933	1130	1110	1016	923	1217
FY15-16	1114	1248	1341	1038	899	866	876	1033	1055	972	1120	1102
FY16-17	1089	1296	1151	1401	1244	941						

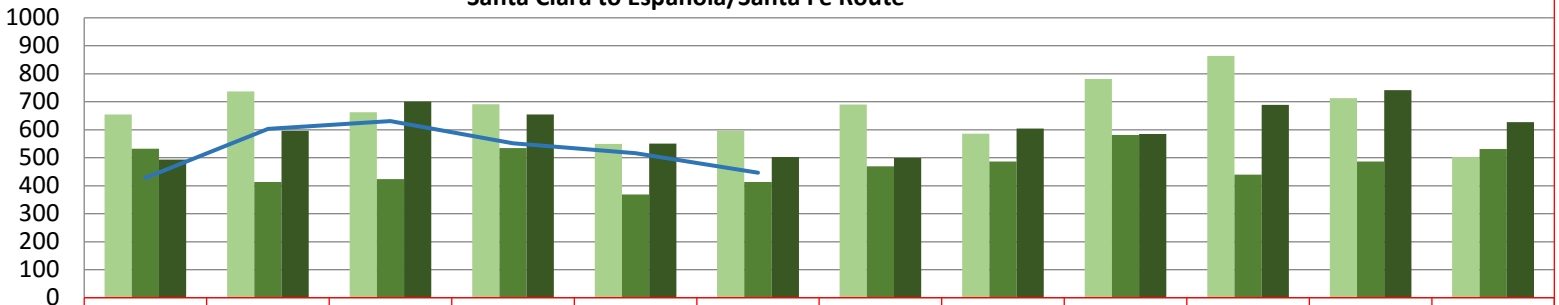
FY12-13= 13,359 / FY13-14= 15,393 / FY14-15= 12,864 / FY15-16= 12,664 / FY16/17= 7,122



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 13/14	2620	2671	2583	2583	2179	2102	2123	2325	2700	2718	2531	2508
FY14/15	2744	2529	2374	2536	1855	1987	1831	1925	1670	1357	1494	1670
FY15-16	1771	1993	2016	1945	1475	1777	1651	1557	1863	1537	1831	1897
FY16-17	1926	2065	1984	1717	1587	1435						

FY12-13= 25,286 / FY13-14= 29,643 / FY14-15= 23,972 / FY15-16= 21,313 / FY16/17= 10,714

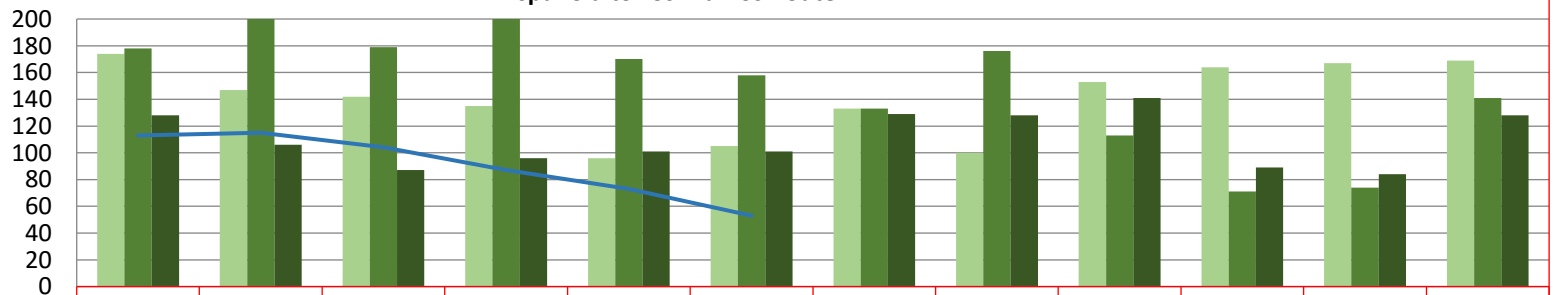
Santa Clara to Espanola/Santa Fe Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	655	737	663	691	549	596	690	586	781	864	713	502
FY14/15	532	413	424	534	369	413	469	487	581	440	487	531
FY15-16	493	596	700	655	550	502	499	604	585	689	742	627
FY16-17	428	603	631	552	516	446						

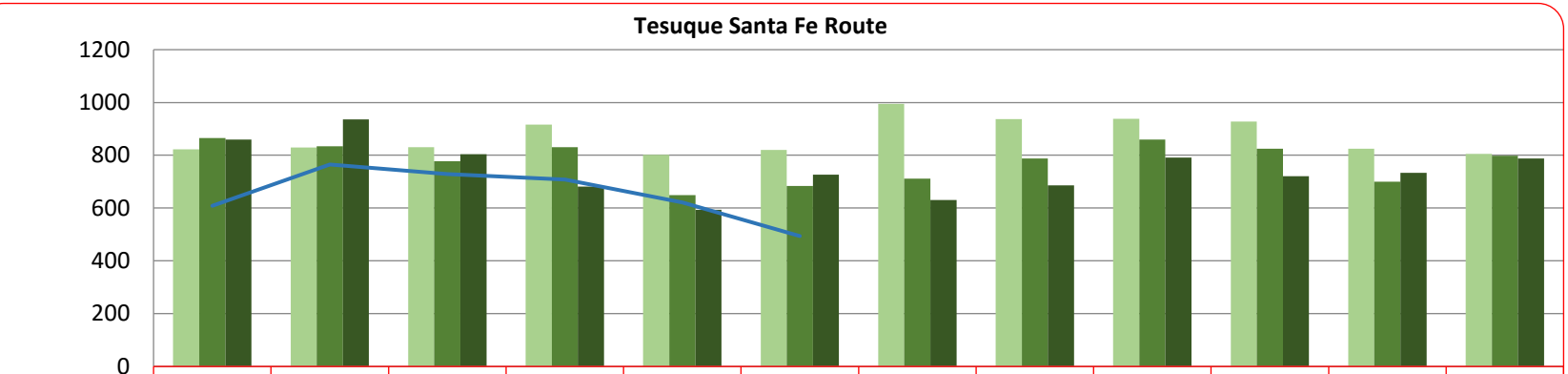
FY12-13 =7,225 /FY13-14= 8,027 / FY14-15= 5,680 / FY15-16= 7,242 / FY16/17= 3,176

Espanola to Los Alamos Route



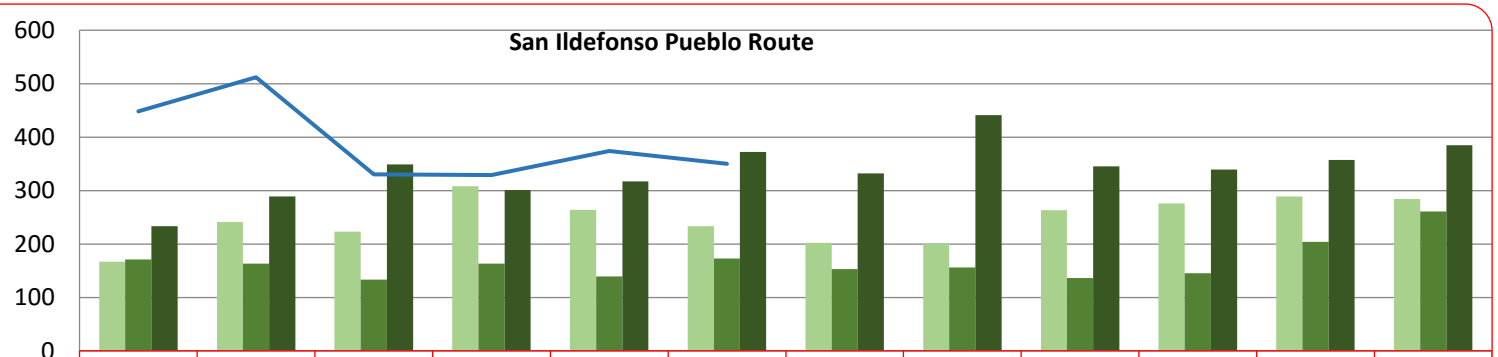
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	174	147	142	135	96	105	133	100	153	164	167	169
FY-14/15	178	217	179	210	170	158	133	176	113	71	74	141
FY-15/16	128	106	87	96	101	101	129	128	141	89	84	128
FY16-17	113	115	104	87	73	53						

FY12-13 = 1,461 / FY13-14= 1,685 / FY14-15= 1,820 / FY15-16= 1,318 / FY16/17= 545



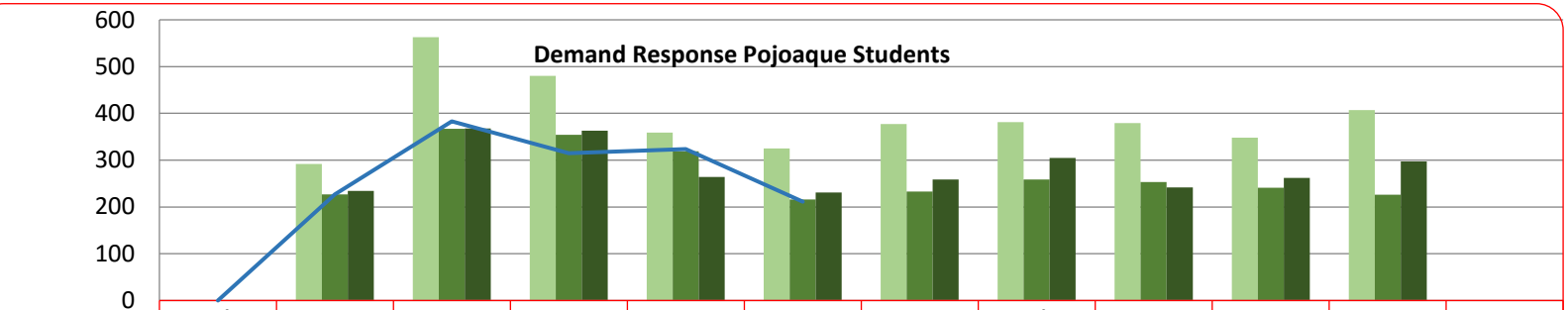
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	822	829	831	916	802	820	995	937	938	928	825	805
FY14/15	865	834	777	831	649	684	711	788	860	825	700	798
FY15-16	859	936	804	682	593	727	630	686	791	721	733	788
FY16-17	609	765	729	708	621	494						

FY12-13 = 7,524 / FY13-14= 10,448 / FY14-15= 9,322 FY15-16= 8,950 / FY16/17= 3,926



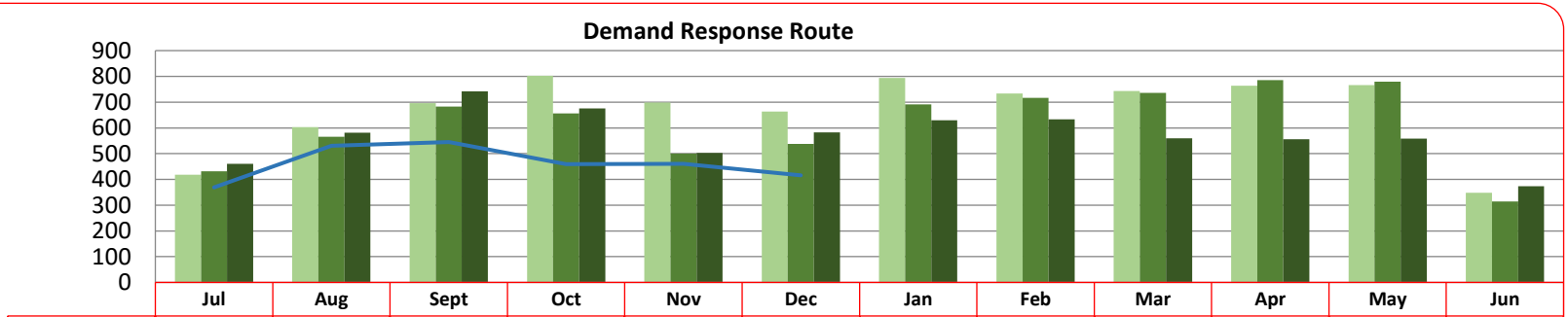
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	167	241	223	308	264	233	202	201	263	276	289	284
FY14/15	171	163	133	163	139	173	153	156	136	145	204	261
FY15-16	233	289	349	301	317	372	332	441	345	339	357	385
FY16-17	448	512	330	329	374	350						

FY12-13= 3,347/ FY13-14= 2,951 / FY14-15= 1,997 / FY15-16= 4,060 / FY16/17= 2,343



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	0	292	563	480	359	325	377	381	379	348	407	0
FY14/15	0	227	367	354	319	216	233	259	253	241	226	0
FY15-16	0	234	368	363	264	231	259	305	242	262	297	0
FY16-17	0	227	383	315	324	211						

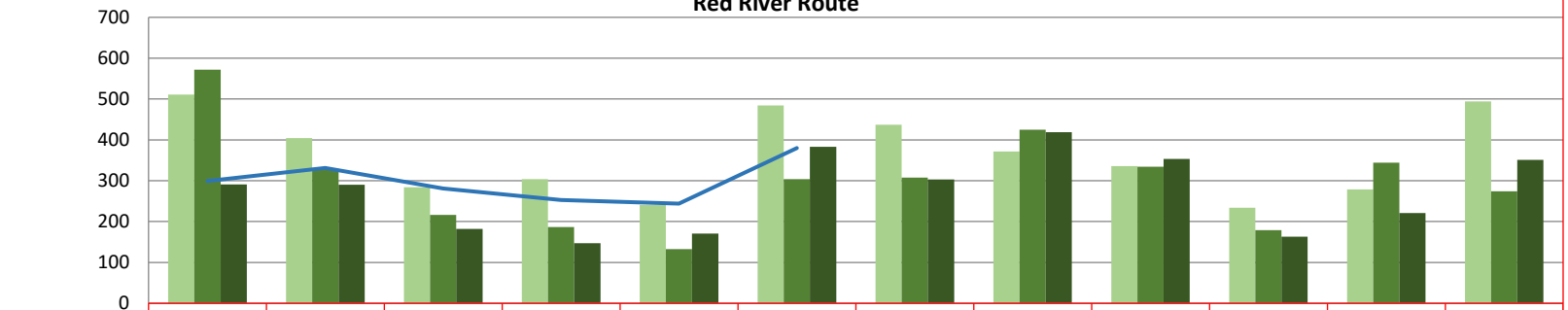
FY12-13= 3,515 / FY13-14 = 3,911 / FY14-15= 2,695 / FY15-16= 2,825 / FY16/17= 1,460



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	418	603	696	802	699	663	794	734	743	764	766	348
FY14/15	431	565	683	656	500	538	691	717	736	786	780	314
FY15-16	461	581	742	675	503	583	630	633	560	556	558	373
FY16-17	369	531	545	459	460	416						

FY12-13= 7,859 / FY13-14= 8,030 / FY14-15= 7,397 / FY15-16= 6,855 / FY16/17= 2,780

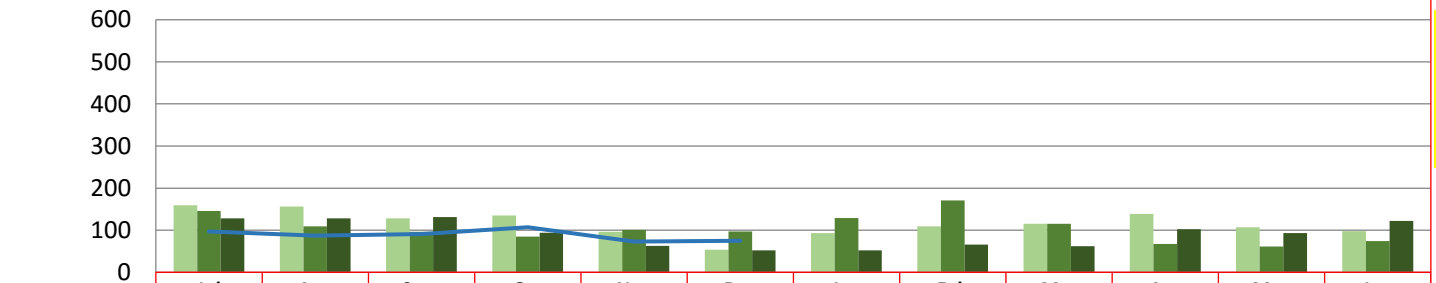
Red River Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	511	404	284	304	241	484	437	372	336	234	279	494
FY14/15	572	329	216	187	133	304	308	425	334	179	344	274
FY15-16	291	290	182	147	171	383	303	419	353	163	221	351
FY16-17	299	331	281	253	244	380						

FY12-13= 5,319 / FY13-14= 4,380 / FY14-15= 3,605 / FY15-16= 3,274 / FY16/17= 1,788

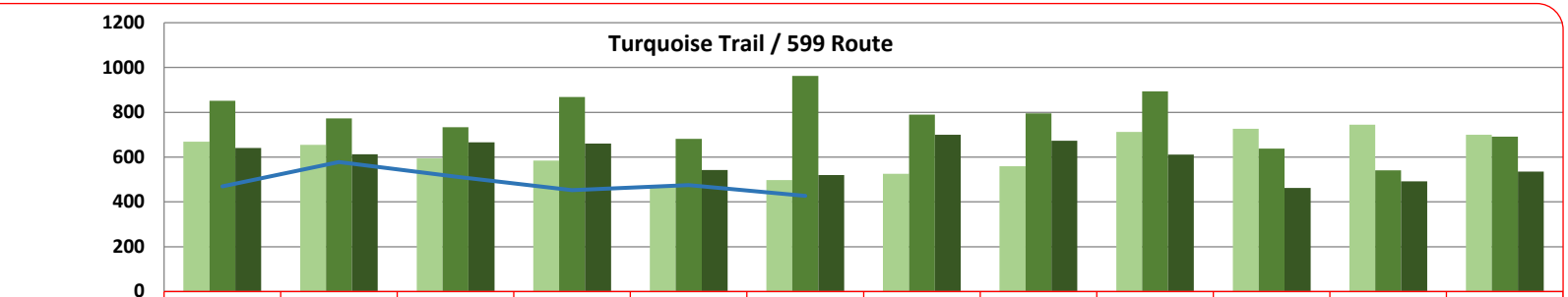
Pojoaque/Nambe Dial-A-Ride Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	159	156	128	135	96	54	93	109	115	139	107	98
FY14/15	146	109	96	85	101	97	129	171	115	67	61	74
FY15-16	128	128	131	94	63	52	52	66	62	102	93	122
FY16-17	97	87	91	107	73	75						

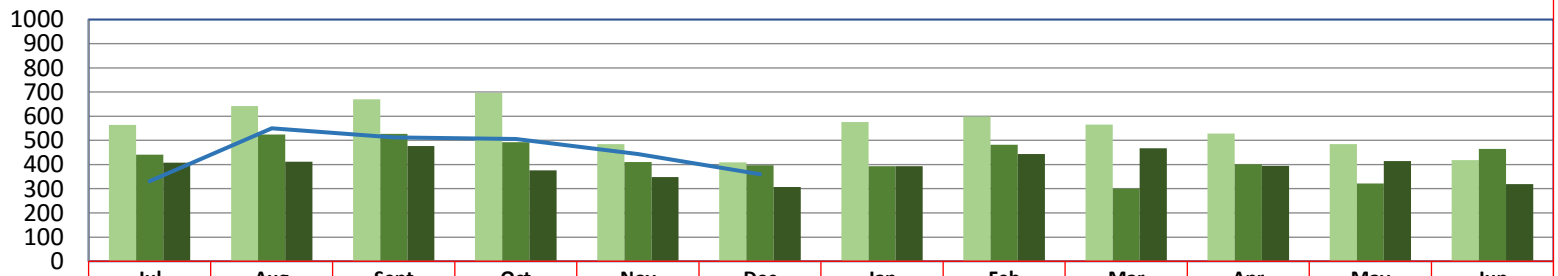
FY12-13= 2,035 / FY13-14= 1,389 / FY 14-15= 1,251 / FY15-16= 1,093 / FY16/17= 530

Pojoaque Route has been changed to Pojoaque Dial A Ride effective 03/16/2015.



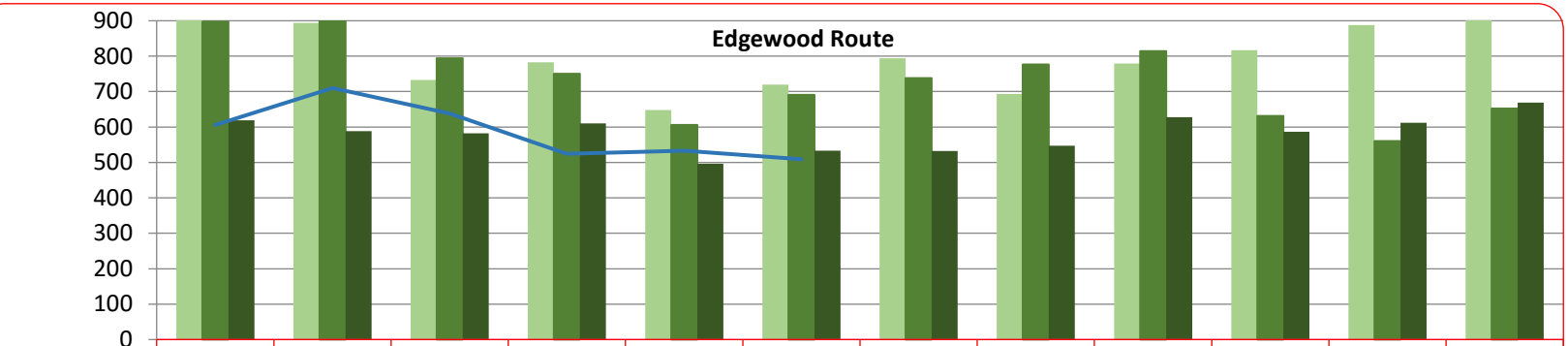
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	669	655	594	585	467	498	526	559	713	727	745	700
FY14/15	852	773	733	869	682	962	789	795	894	638	541	692
FY15-16	641	613	666	660	542	520	700	673	611	462	492	536
FY16-17	469	578	513	453	475	427						

FY12-13= 5,899 / FY13-14= 7,438 / FY14-15= 9,220 / FY15-16= 7,116 / FY16/17= 2,915



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	564	642	670	697	485	409	576	598	565	528	484	418
FY14/15	441	524	527	492	410	397	393	482	300	401	322	465
FY15-16	408	412	477	376	348	307	393	443	468	394	415	319
FY16-17	331	550	512	506	444	360						

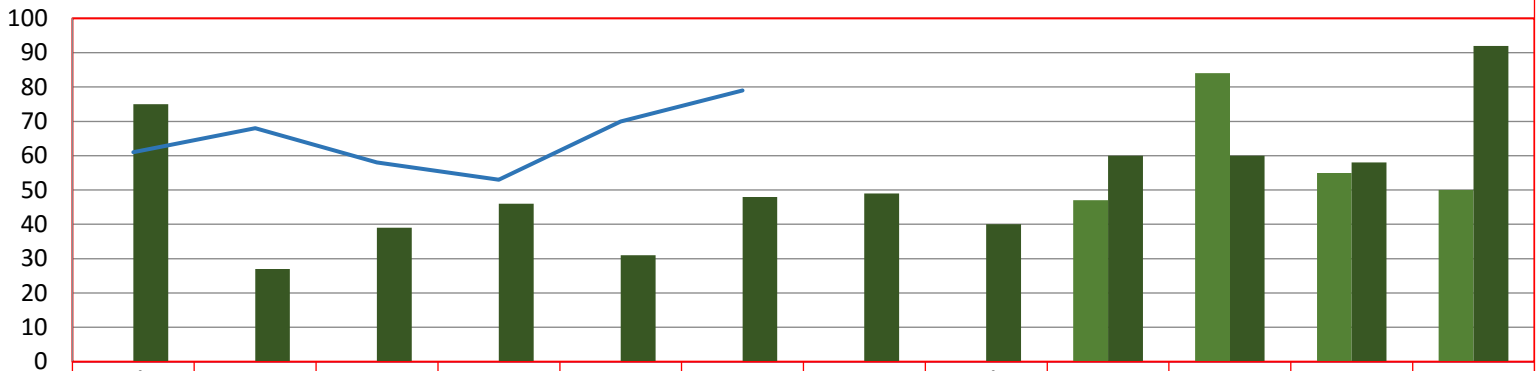
FY12-13= 7,045 / FY13-14= 6,636 / FY14-15= 5,154 / FY15-16= 4,760 / FY16/17= 2,703



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	933	894	733	783	648	720	794	693	779	817	888	930
FY14/15	897	912	794	750	606	691	738	777	814	631	560	652
FY15-16	619	588	582	610	496	533	532	547	628	587	612	669
FY16-17	606	710	638	524	533	509						

FY12-13= 7,568 / FY13-14= 9,612 / FY14-15= 8,822 / FY15-16= 7,003 / FY16/17= 3520

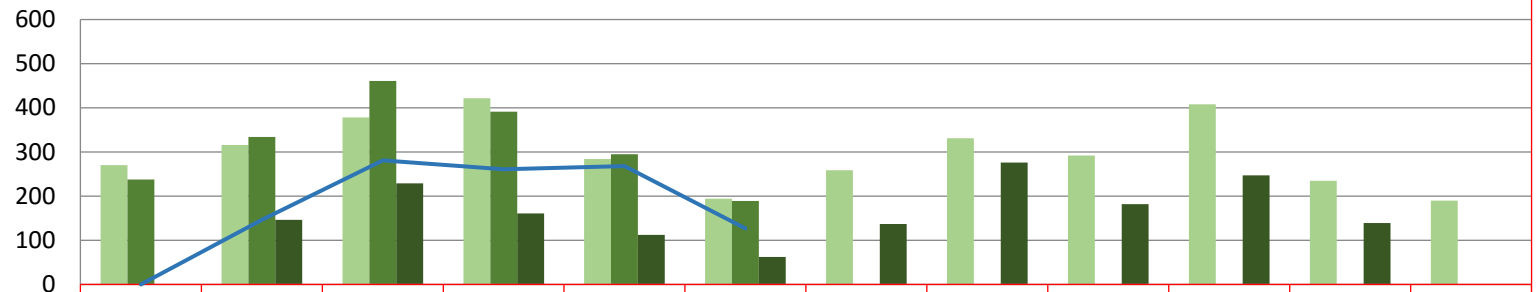
Tres Piedras - Services began on March 18, 2015



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY14-15	0	0	0	0	0	0	0	0	47	84	55	50
FY15-16	75	27	39	46	31	48	49	40	60	60	58	92
FY16-17	61	68	58	53	70	79						

FY14/15= 236 FY15/16= 625 / FY16/17= 389

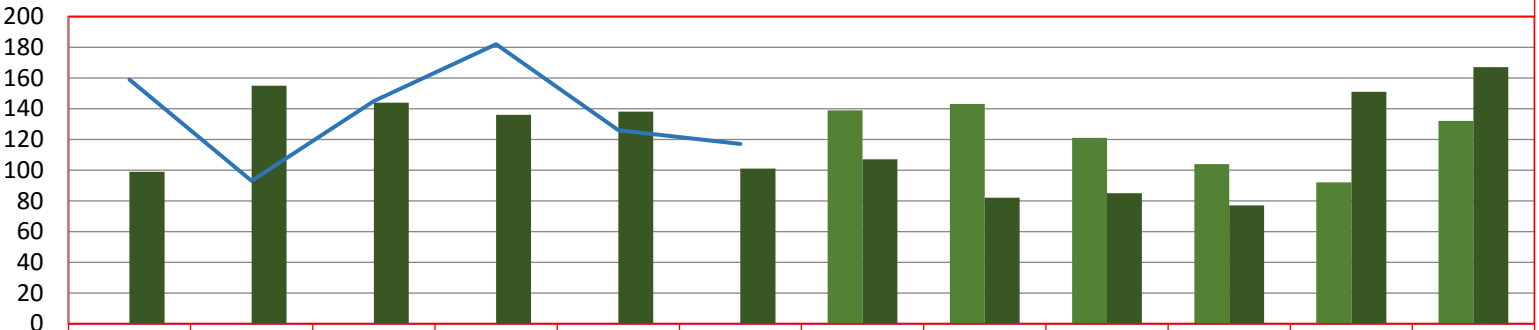
UNM Klauer Route - Services resumed on August 17, 2015



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	270	316	378	422	284	194	259	331	292	408	235	190
FY-14/15	238	334	461	391	295	189	0	0	0	0	0	0
FY 15/16	0	146	229	161	112	62	137	276	182	247	139	0
FY16-17	0	146	281	261	268	127						

FY12-13= 4,504 / FY13-14= 3,579 / FY14/15= 1,908 FY15/16= 1,691 / FY16/17= 1,083

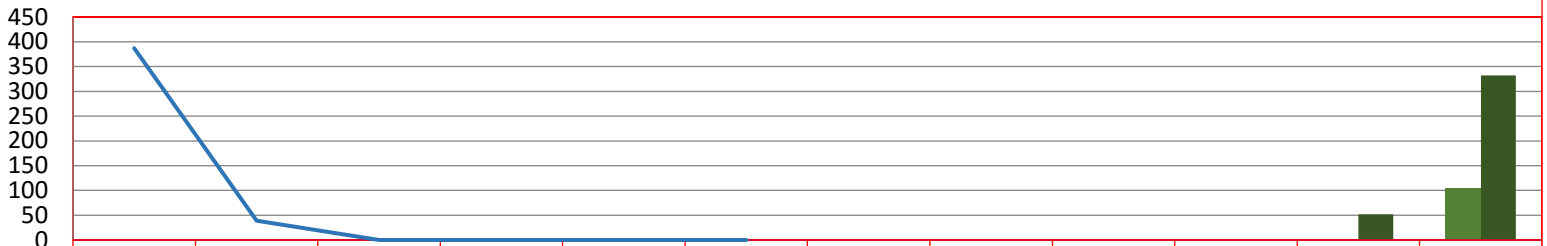
Taos Express - Services began on January 2, 2015



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY14/15	0	0	0	0	0	0	139	143	121	104	92	132
FY15-16	99	155	144	136	138	101	107	82	85	77	151	167
FY16-17	159	93	145	182	126	117						

FY14/15= 731 FY15/16= 1,442 / FY16/17= 822

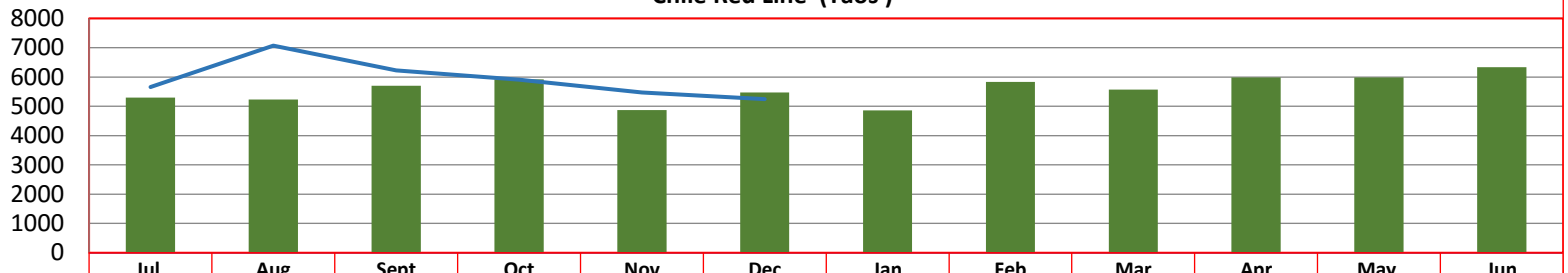
Special Events



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-14/15	0	0	0	0	0	0	0	0	0	0	0	105
FY-15/16	0	0	0	0	0	0	0	0	0	0	52	332
FY16-17	387	39	0	0	0	0						

FY14/15= 105 FY15/16= 384 / FY16/17= 426

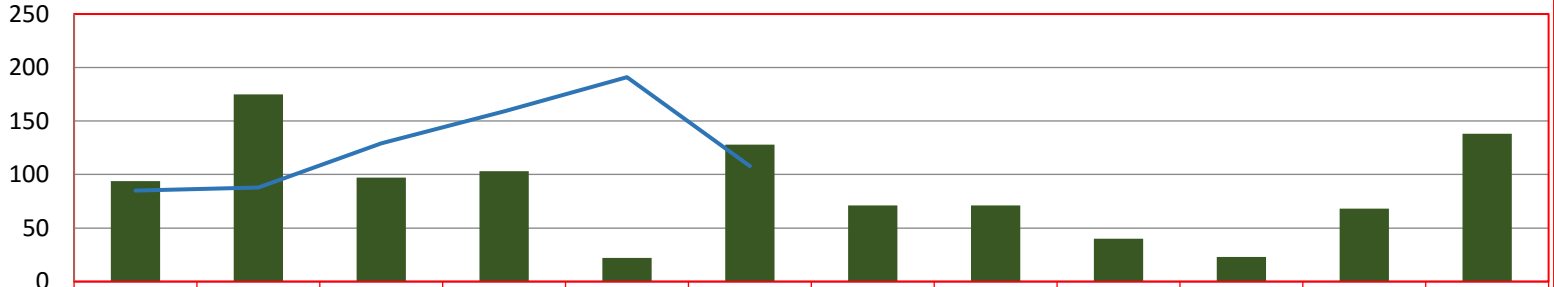
Chile Red Line (Taos)



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY15-16	5297	5231	5706	5916	4871	5471	4859	5832	5565	5989	5981	6331
FY16-17	5655	7071	6221	5908	5472	5244						

FY15/16= 67,049 / FY16/17= 35,571

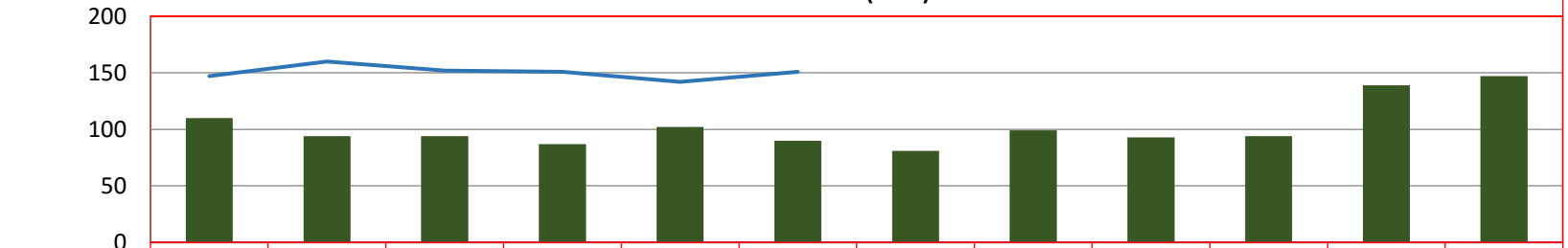
Deadhead



	July	August	September	October	November	December	January	February	March	April	May	June
FY15/16	94	175	97	103	22	128	71	71	40	23	68	138
FY16-17	85	88	129	159	191	108						

FY15/16= 1,030 / FY16/17= 760

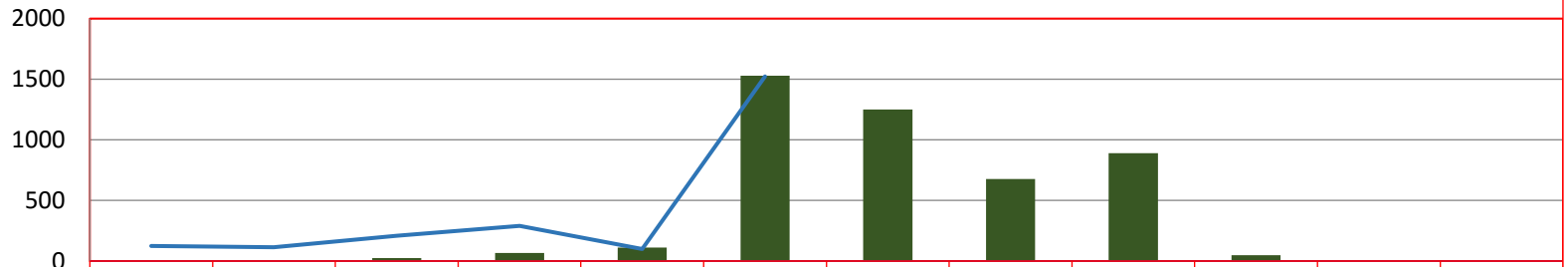
Chile RIDE - ADA (Taos)



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-15/16	110	94	94	87	102	90	81	99	93	94	139	147
FY16-17	147	160	152	151	142	151						

FY15/16= 1,230 / FY16/17= 903

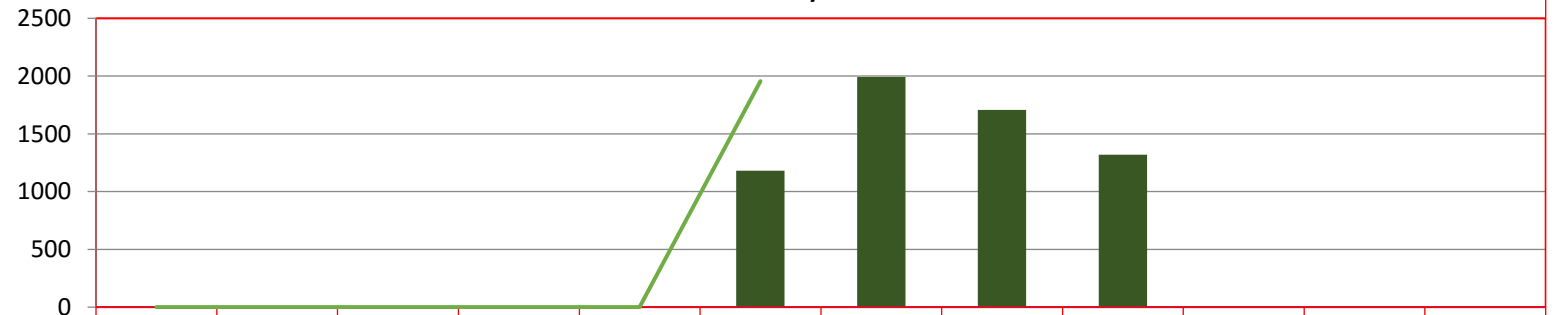
Mountain Trial



	July	August	September	October	November	December	January	February	March	April	May	June
FY15/16	0	0	23	67	112	1529	1251	677	889	49	0	0
FY16-17	124	115	208	289	99	1523						

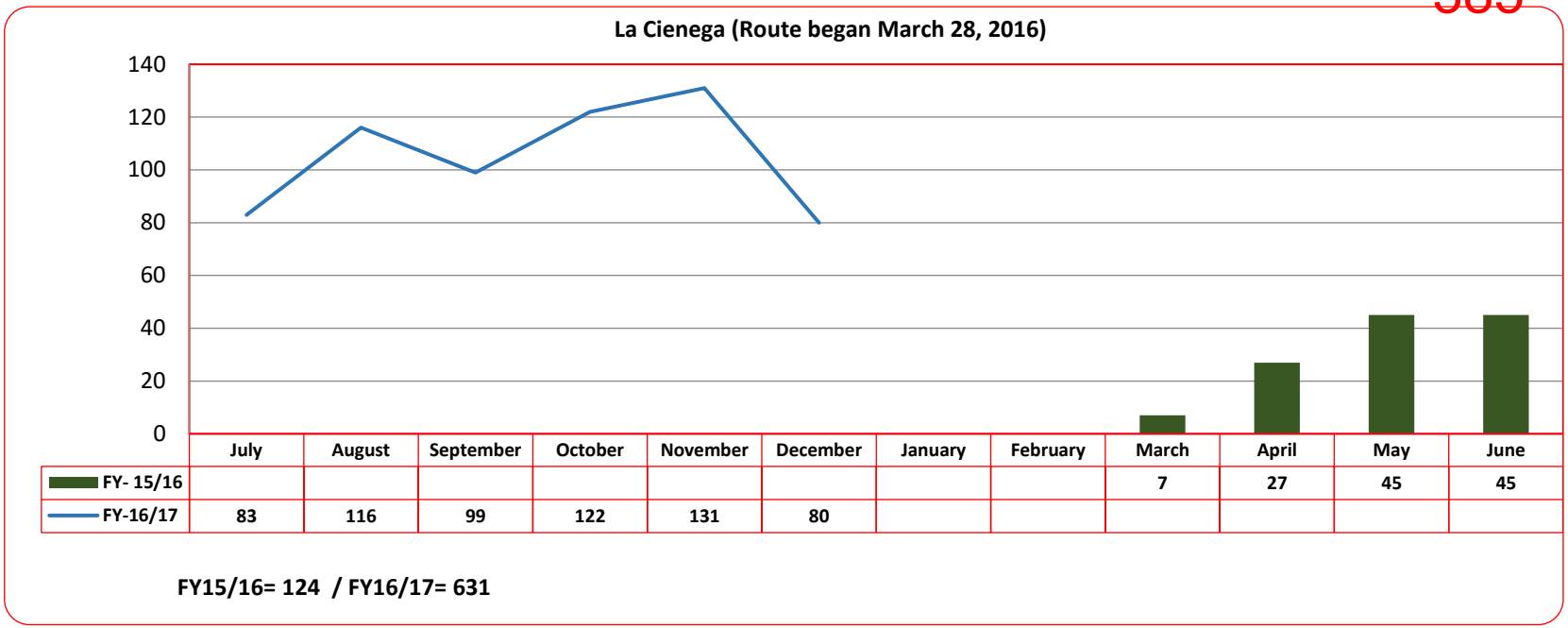
FY15/16= 4,597 / FY16/17= 2,358

Taos Ski Valley



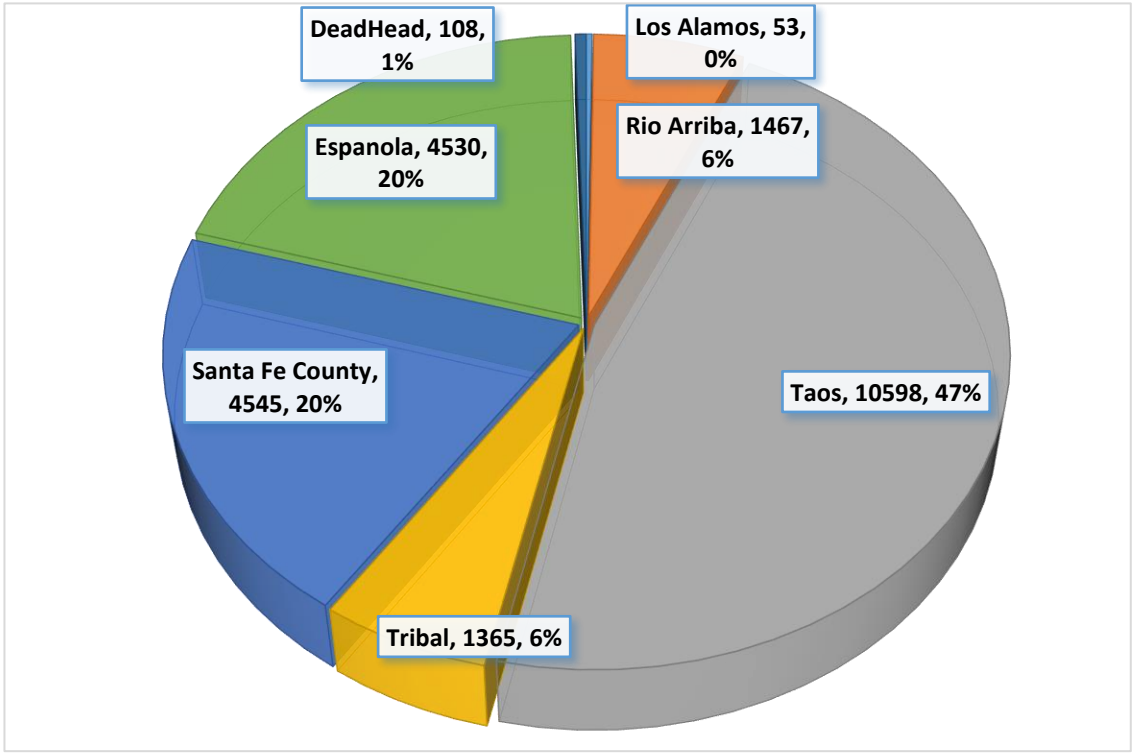
	July	August	September	October	November	December	January	February	March	April	May	June
FY15/16						1182	1992	1707	1319	0	0	0
FY-16/17	0	0	0	0	0	1956						

FY15/16= 6,200 / FY16/17= 1,956

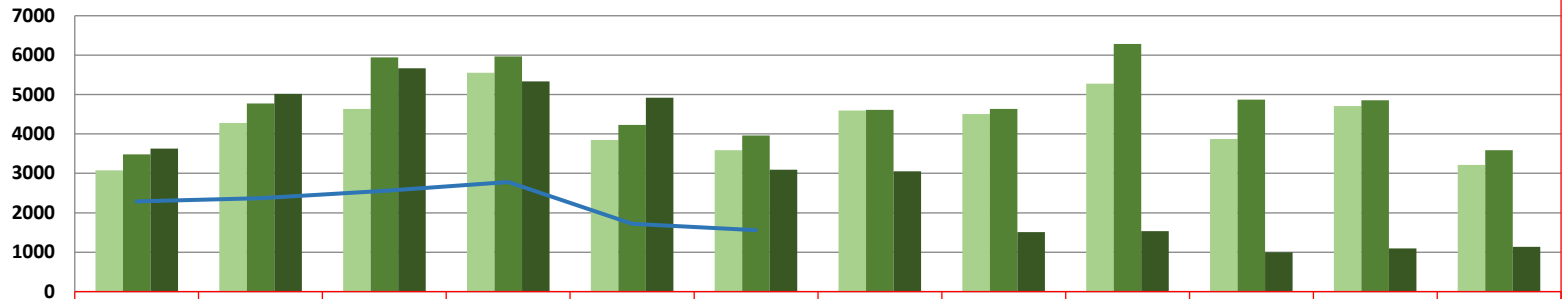


	July	August	September	October	November	December	January	February	March	April	May	June
FY- 15/16									7	27	45	45
FY-16/17	83	116	99	122	131	80						

FY15/16= 124 / FY16/17= 631



Los Alamos Enhanced

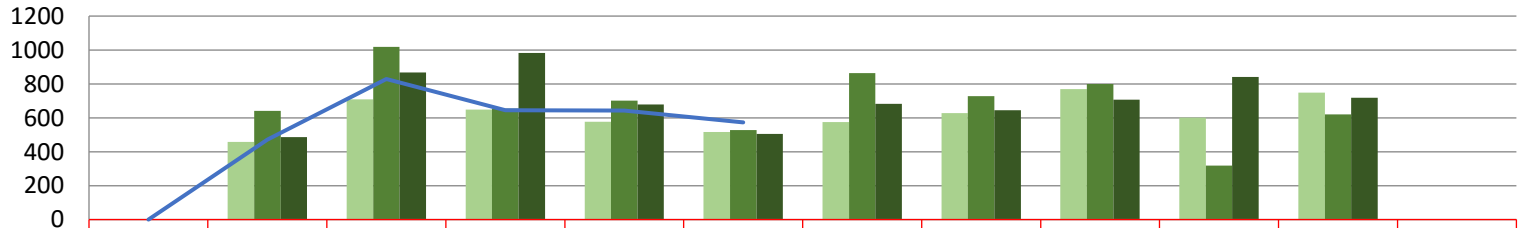


	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	3075	4278	4637	5556	3851	3588	4592	4508	5273	3869	4705	3216
FY14/15	3481	4772	5945	5965	4231	3965	4614	4635	6284	4868	4852	3592
FY15-16	3629	5016	5666	5335	4919	3091	3053	1507	1531	994	1092	1138
FY16-17	2293	2368	2561	2780	1722	1558						

FY12-13= 66,523 / FY13-14= 51,148 / FY14-15= 57,204 / FY15-16= 36,971 / FY16/17= 13,282

Los Alamos Route 11 formerly route 10

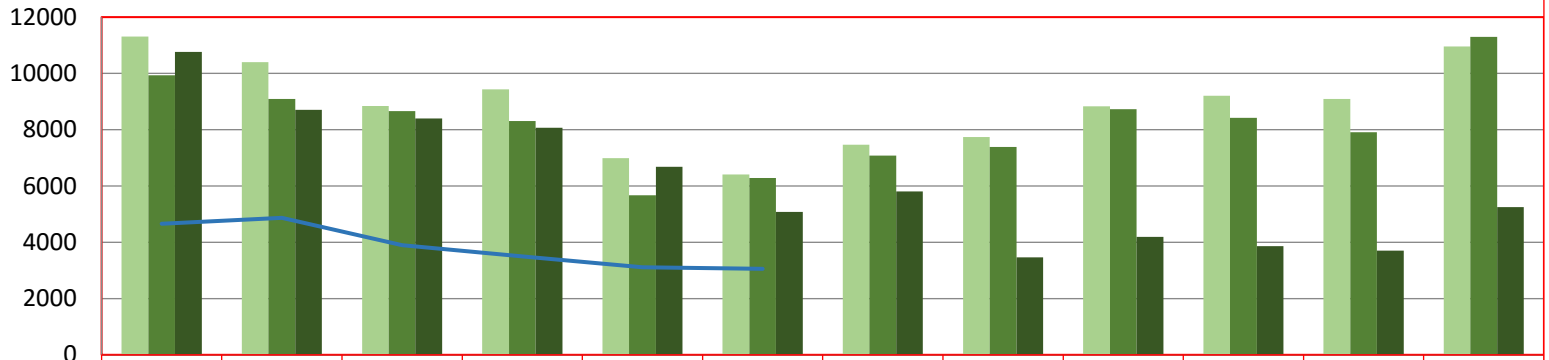
June-Route 10 didn't run due to fire



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	0	458	709	649	576	517	575	627	770	601	748	0
FY14/15	0	641	1019	655	701	527	864	727	799	319	621	0
FY15-16	0	487	868	983	679	505	682	645	708	842	718	0
FY16-17	0	471	829	645	643	573						

FY12-13= 6,792 / FY 13-14= 6,230 / FY14-15 = 6,873 / FY15-16= 7,117 / FY16/17= 3,161

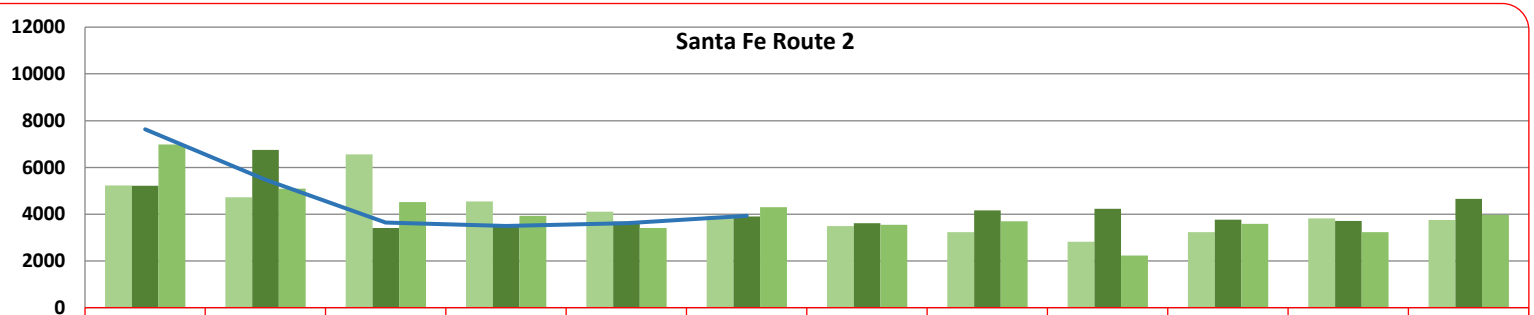
Los Alamos Route 2



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	11310	10405	8837	9433	6994	6408	7464	7736	8834	9206	9092	10952
FY14/15	9937	9092	8663	8308	5673	6280	7083	7387	8733	8418	7908	11297
FY15-16	10760	8705	8395	8069	6685	5080	5801	3463	4188	3865	3697	5246
FY16-17	4660	4867	3892	3495	3108	3055						

FY12-13= 46,008 / FY13-14= 106,671 / FY14-15= 98,779 / FY15-16= 73,954 / FY16/17= 23,077

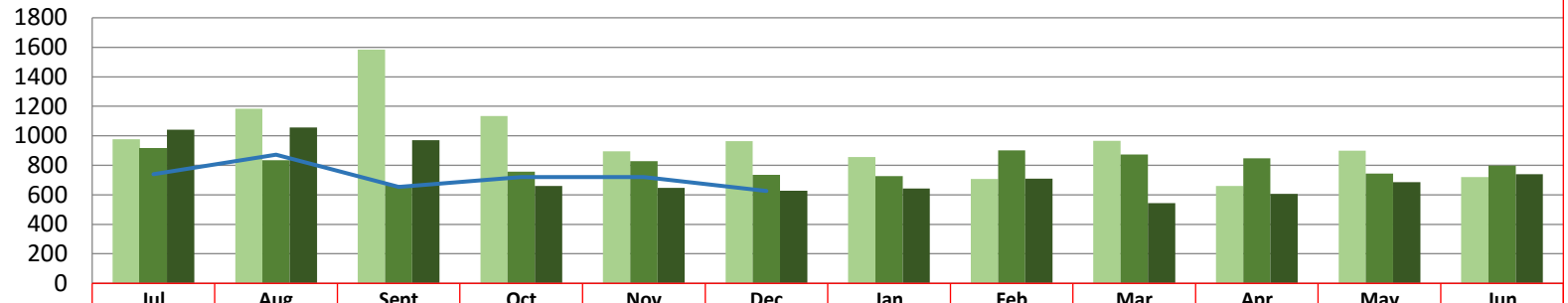
Santa Fe Route 2



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	5224	4716	6556	4539	4099	3934	3483	3229	2824	3224	3822	3743
FY-14/15	5218	6743	3404	3534	3685	3902	3615	4163	4224	3760	3711	4647
FY - 15/16	6982	5089	4519	3928	3406	4299	3543	3693	2230	3590	3229	3966
FY16-17	7629	5474	3640	3494	3614	3934						

FY12-13= 48,382 / FY13-14= 49,393 / FY14-15= 50,606 / FY15-16= 48,474 / FY16/17= 27,785

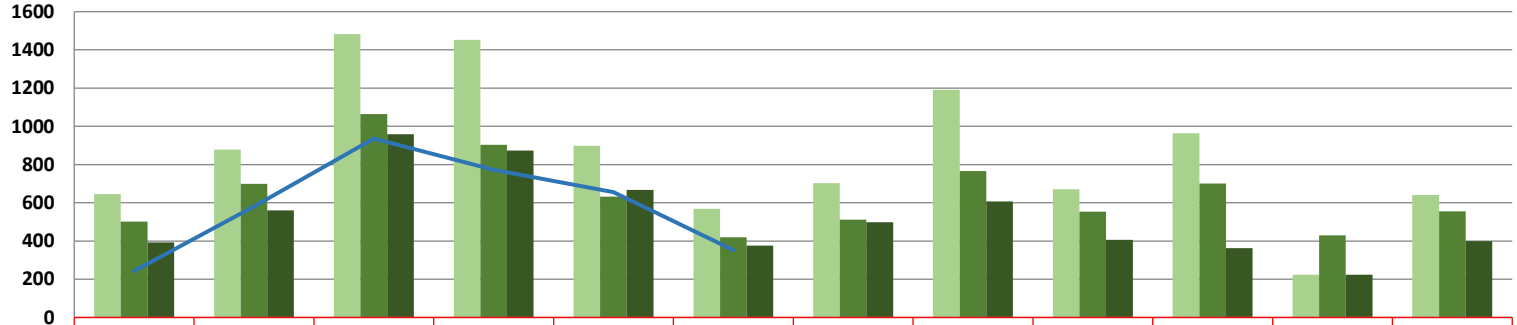
Santa Fe Route 4



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	976	1183	1585	1135	894	963	855	707	967	659	899	720
FY14/15	913	835	667	756	829	736	726	902	873	848	743	798
FY15-16	1041	1056	970	659	648	627	643	710	543	606	686	739
FY16-17	740	872	654	720	721	626						

FY12-13= 10,015 / FY13-14= 11,543 / FY14-15= 9,626 / FY15-16= 8,928 / FY16/17= 4,333

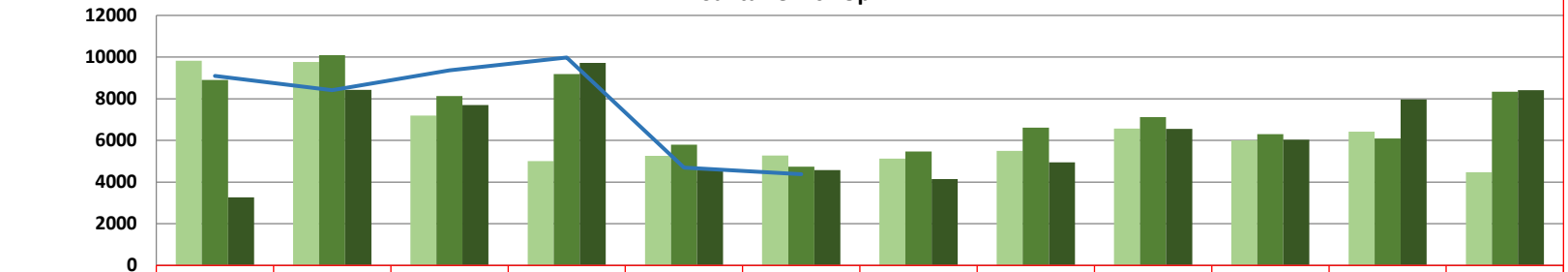
Santa Fe Route 22



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-13/14	645	879	1483	1453	899	568	703	1191	670	963	223	641
FY14/15	502	699	1065	904	633	420	511	766	553	701	429	556
FY15-16	392	561	958	874	667	376	498	607	406	362	223	399
FY16-17	243	581	936	773	655	353						

FY12-13= 10,925 / FY13-14= 10,318 / FY14-15= 7,739 / FY15-16= 6,323 / FY16/17= 3,541

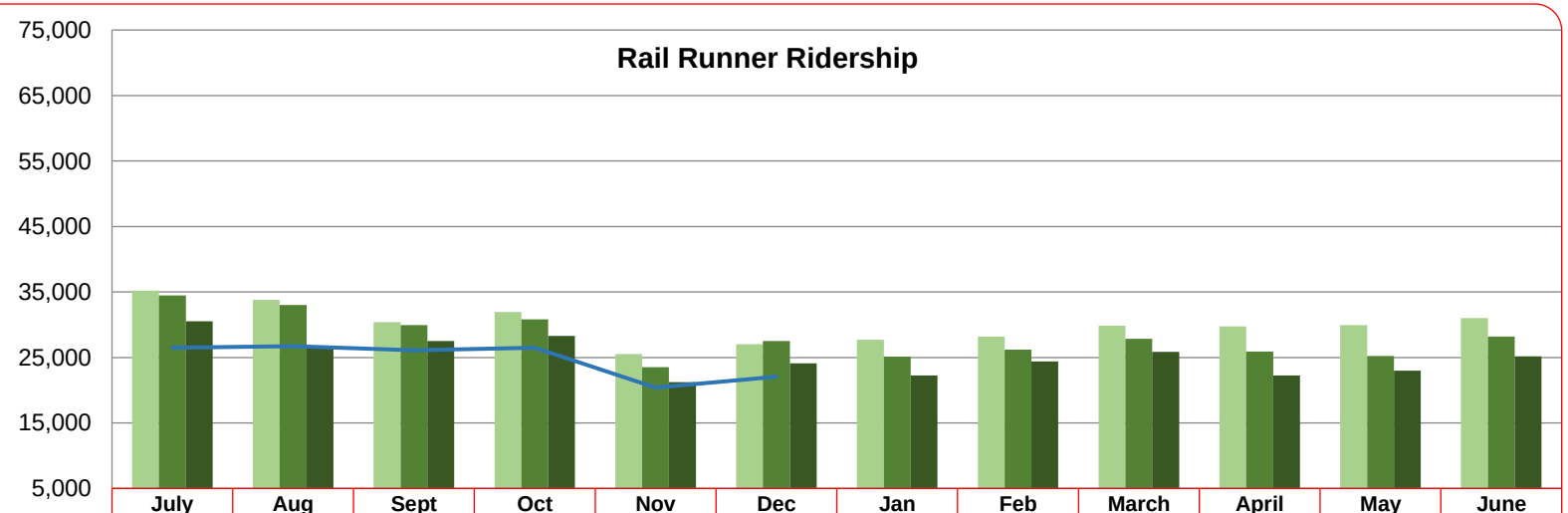
Santa Fe Pick Up



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY- 13/14	9818	9771	7194	5006	5264	5273	5120	5493	6570	6009	6420	4475
FY- 14/15	8908	10094	8136	9187	5795	4746	5464	6606	7120	6298	6097	8339
FY-15/16	3263	8431	7701	9718	4565	4573	4149	4941	6549	6033	7964	8418
FY16-17	9091	8416	9365	9979	4700	4377						

FY12-13= 80,318 / FY13-14= 76,413 / FY14-15= 86,790 / FY15-16= 76,305 / FY16/17= 45,928

Rail Runner Ridership



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY- 13/14	35,176	33,786	30,401	31,949	25,522	27,034	27,692	28,176	29,859	29,724	29,930	31,020
FY- 14/15	34,454	33,020	29,923	30,811	23,537	27,502	25,101	26,186	27,842	25,908	25,200	28,196
FY-15/16	30,534	26,572	27,494	28,305	21,210	24,093	22,239	24,390	25,844	22,239	22,959	25,184
FY16-17	26,484	26,723	26,107	26,469	20,400	22,062						

FY12-13= 309,115 / FY13-14= 360,269 / FY14-15= 337,680 / FY15-16= 301,063 / FY16/17= 148,245